

Section 8.2 Location of Equipment and Inventory. The Corporation warrants and agrees that throughout the existence of this Mortgage, all Equipment and Inventory will be located on the Land.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Construction of this Instrument. This Mortgage is intended to operate and is to be construed as (i) a security agreement pursuant to the provisions of the Uniform Commercial Code of South Carolina, Title 36, Code of Laws of South Carolina, 1976, and (ii) a mortgage conveying a lien on the Facilities to the Bank.

Section 9.2 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by any applicable usury statute or any other applicable law with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage that is in excess of the current limit of such validity.

Section 9.3 Reconveyance to Corporation. It is the true meaning of this instrument that if the Corporation shall fully perform all terms of this Mortgage and the Reimbursement Agreement and the Letter of Credit shall no longer be outstanding, that then this Mortgage shall be null and void; otherwise to remain in full force and effect.

Section 9.4 Rules of Interpretation. Use of the words "herein," "hereof," and other equivalent words refer to this Mortgage and not solely to the particular portion in which any such word is used.

Section 9.5 Applicable Law. This instrument is made pursuant to the laws of the State of South Carolina and it is intended that the laws of said State shall govern its construction, validity and enforcement.

Section 9.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Bank, National Westminster Bank USA, 175 Water Street, New York, New York 10038, Attention: Daniel B. Keohane, Vice President; if to the Corporation: United HealthCare of South Carolina, Inc., 4015 Travis Drive, Nashville, Tennessee 37211, Attention: President. The Bank and the Corporation may, by notice given hereunder, designate any further or different addresses to which