

Section 7.15 Suits to Protect the Facilities. The Bank shall have power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Facilities by any acts which may be unlawful or any violation of this Mortgage or the Agreement, (ii) to preserve or protect its interest in the Facilities and in the rents, profits and revenues arising therefrom, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Bank.

Section 7.16 Bank May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Corporation, its creditors, its debtors or its property, the Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Bank allowed in such proceedings for the entire amount due and payable by the Corporation under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Corporation hereunder after such date.

Section 7.17 Payment of Filing and Recording Fees. The Corporation will join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form satisfactory to the Bank and will pay all filing or recording costs with respect thereto, and all costs of filing or recording this Agreement or any other instrument, agreement or documents executed and delivered pursuant hereto or the Reimbursement Agreement (including the cost of all Federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is deemed by the Bank to be necessary or desirable. The Corporation hereby authorizes the Bank to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Corporation) which the Bank may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Mortgage.

ARTICLE VIII
SPECIAL AGREEMENTS

Section 8.1 Accounts Receivable. The Corporation agrees that it shall not grant, bargain, sell, convey, assign or pledge any or all of the Corporation's right, title and interest to its accounts receivable which now or hereafter arise or are created in connection with or with respect to the Facilities, without the prior written consent of the Bank.