

negligence of or failure to act by the Corporation, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any Person occurring during the term of this Agreement, in or about the Project, and from and against all cost, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against an Indemnified Party by reason of any such claim, the Corporation upon notice from such Indemnified Party covenants to resist or defend such action or proceedings at the Corporation's expense.

SECTION 7.04. Corporate Information. The Corporation shall furnish such information with respect to it or the Mortgaged Property as may reasonably be requested by the Issuer or the Lender.

SECTION 7.05. Applications and Licenses. In the event it may be necessary, for the proper performance of this Agreement, on the part of the Issuer or the Corporation, that any application or applications for any permit or license to do or to perform certain things be made to any governmental or other agency by the Corporation or the Issuer, the Corporation and the Issuer each agree to execute upon the request of the other such application or applications.

SECTION 7.06. Recording, Filing and Registration. On or before the delivery of the Note, the Corporation agrees that it will provide or cause to be provided to the Issuer and the Lender an Opinion of Counsel stating that all recordation, registration and filing have been accomplished which is necessary to the creation, perfection, protection or maintenance of the lien of the Indenture, the rights created hereunder to the Revenues (as defined in the Indenture), this Agreement and any rights of the Issuer created under this Agreement or specifying such action as must be taken to accomplish the same and any such further action which may be required. Thereafter, the Lender has agreed in the Indenture to refile, record and reregister all documents, instruments and Financing Statements necessary to maintain the aforementioned liens and rights. The Corporation agrees to execute such documents and Financing Statements as may be required by the Lender in order to maintain the liens and rights mentioned above. The sole responsibility of the Issuer hereunder shall be to execute promptly such documents and Financing Statements as are requested of it.

SECTION 7.07. Inspection of Project. The Corporation agrees that the Issuer, the Lender and their authorized agents shall have the right at all reasonable times to enter upon and examine and inspect the Project to