

provided that the same will not diminish or impair the security intended to be given by or under the Mortgage. Neither the County nor the Mortgagee shall have any interest in or landlord's lien on any such machinery, equipment, or personal property so installed pursuant to this Section, and all such machinery, equipment, and personal property shall be and remain identified as the property of the Lessee by appropriate tags or other markings.

SECTION 9.8     Reference to Note Ineffective After Note Paid.

Upon payment in full of the Note (or provision for payment therefore having been made in accordance with the Mortgage), all references in this Lease to the Note and the Mortgage shall be ineffective, and neither the Mortgagee nor the holders of any of the Note shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. For the purpose of this Lease the Note shall be deemed fully paid:

(a) If there is irrevocably deposited with the Mortgagee a total amount sufficient to pay the principal of all the then outstanding Note, plus the interest due thereon until and at its respective maturity;

(b) If the Lessee shall have elected to redeem the Note prior to its stated maturity if the Mortgagee shall hold: (i) monies sufficient to retire all the then outstanding Note, including, without limitation, principal, interest to maturity or earliest applicable prepayment date, prepayment premium, if any, and expenses of prepayment; and (ii) evidence satisfactory to the Mortgagee that all redemption notices required by the Mortgage and the Note have been given, or the Mortgagee has been irrevocably authorized to give such prepayment notices.

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