

the same consideration paid to the County by the Lessee. Both parties shall execute such further instruments as may be necessary to fully implement the provisions of this subsection (b) of Section 13.4.

Section 13.5. Other Instruments.

(a) The Lessee covenants to deliver to the County and the Assignee within sixty days after the Completion Date and after each July 1 following the Completion Date, a description of the Leased Equipment and Building, if any, constituting a part of the Project, on such Completion Date or July 1, as appropriate, in the demising clauses of this Agreement as then amended. Such description shall be sufficiently detailed so as to enable counsel to render the opinion referred to in clause (4) of the next succeeding sentence. Within 30 days after delivery of such description, the Lessee covenants that it will:

(1) prepare an amendment to this Agreement containing a description of the Leased Equipment and Building, not adequately described in the demising clauses of this Agreement, as then amended;

(2) deliver the supplement to this Agreement to the County, for execution;

(3) deliver the fully executed supplement to this Agreement to the Assignee for recording and filing or re-recording or re-filing in all places required by the opinion of Counsel referred to in sub-section (a) (4) of this Section 13.5; and

(4) deliver to the Assignee a written opinion of Counsel (who may be counsel for the County or the Lessee) addressed to the Assignee that the description of the Project contained in the demising clauses of this Agreement, as supplemented, are adequate for all purposes thereof and hereof and in the opinion given with respect to the Completion Date that such descriptions include descriptions of the entire Project; that this Agreement, as supplemented, and all financing statements, continuation statements,

0780

4325 M-2