

at the time be provided by law as the proper place for the recordation thereof. The security interest of the County created herein as to any portion of the Project deemed by the County to be personal property or fixtures and the assignment of such security interest to the Trustee shall be perfected by the filing of financing statements which fully comply with the South Carolina Uniform Commercial Code - Secured Transactions in the Office of the Secretary of State of South Carolina, in the City of Columbia, South Carolina, and in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina. The parties further agree that all necessary continuation statements shall be filed within the time prescribed by the South Carolina Uniform Commercial Code - Secured Transactions in order to continue the security interest created by this Second Amendatory Lease Agreement, to the end that the rights of the holders of the Bonds and the Trustee in the Project (and in the Assignment to the Trustee of the rents payable under this Second Amendatory Lease Agreement) shall be fully preserved as against creditors or purchasers for value therefor from the County or the Lessee.

This Second Amendatory Lease Agreement and its assignment to the Trustee and the Second Supplemental Trust Indenture may be recorded prior to the delivery of the Second Series Bonds, but if said Bonds shall not be delivered on or before January 1, 1975, or such later date as the Lessee may agree upon in writing, then this Second Amendatory Lease Agreement, its assignment to the Trustee and the Second Supplemental Trust Indenture shall be of no force and effect and in such event the County and the Lessee do hereby mutually release and discharge each other from any and all claims of any character which either may have against the other by reason of or arising from a failure to deliver said Bonds. Both parties shall execute

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