

The Company warrants that it has all right, power and authority to grant to the County security interests in the Collateral for the uses and purposes herein set forth and the Company has good title to the same and the Collateral is free and clear of prior liens other than the Prior Security Interests and the Company will warrant and defend title to the Collateral against all claims and demands of all persons claiming by, through, under or against the Company.

(b) At the Company's request, the County, its successors and assigns (including the Lender and its successors and assigns), hereby agrees to waive any and all rights it may have under the provisions of this Mortgage and Security Agreement and to release its lien created by this Mortgage and Security Agreement to the extent of \$250,000 of the Company's personal property (including but not limited to the machinery and equipment purchased with the proceeds from the issuance and sale of the Note and the Company Note), in order to permit the Company to sell up to \$250,000 of the Company's personal property free and clear of any lien of the County created by the provisions of Section 3(a) of this Mortgage and Security Agreement. The County, its successors and assigns (including the Lender and its successors and assigns), further agrees, at the Company's request, and within a reasonable period of time to perform any further act reasonably necessary or proper to document the termination of its lien on personal property of the Company in accordance with the preceding sentence.