

VOL 1115 - 919

time to time, all or a portion of the Lease Rentals required to be paid pursuant to Section 5.3 hereof to the County upon five (5) business days prior notice to the County and the Mortgagee (such notice to be effective upon receipt).

SECTION 9.5 Prepayment of Note. The County, at the prior written request at any time of the Lessee, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Note to effect prepayment of all or part of the outstanding balance of the Note as may be specified by the Lessee on the earliest prepayment date on which such prepayment may be made under such applicable provisions.

SECTION 9.6 Lessee Entitled to Certain Rent Abatements if Note Paid Prior to Maturity. If at any time the aggregate rental payments held by the Mortgagee shall be sufficient to retire the Note in accordance with the provisions of the Note and to pay all fees and charges of the Mortgagee due or to become due through the date on which the Note is retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the hands of the Mortgagee to and including November 1, 1980, with no obligation to make the rental payments specified in Section 5.3 hereof during that interval (but otherwise on the terms and conditions hereof).

SECTION 9.7 Installation of Lessee's Own Machinery and Equipment. The Lessee may from time to time, in its sole discretion and at its own expense, install machinery, equipment, and other personal property which may be attached or affixed to the Project. All such machinery, equipment, and other personal property which was not directly or indirectly purchased with the proceeds of the Note and which is not in replacement or substitution for Leased Equipment under Section 6.2 hereof shall remain the sole property of the Lessee and the Lessee may, upon identification of such machinery, equipment, or personal property to the Mortgagee, upon request, obtain a release thereof from the lien of the Mortgage and remove the same from the Project at any time, in its sole discretion and at its own expense; provided, that any damage to the Project resulting from any such removal shall be repaired by the Lessee at the expense of the Lessee. The Lessee may create any mortgage, encumbrance, lien, or charge on any such machinery, equipment, and other personal property, provided that the same will not diminish or impair the security intended to be given by or under the Mortgage.

SECTION 9.8 Reference to Note Ineffective After Note Paid.
Upon payment in full of the Note and all fees and charges of the