

## ARTICLE VIII

## ASSIGNMENT, LEASING AND SELLING

SECTION 8.01. Assignment, Leasing and Selling of Project. So long as any portion of the amounts to be paid under Section 4.01 hereof remains due and owing, Cincinnati will not sell, lease or otherwise dispose of or encumber the Project except for Permitted Encumbrances as provided in Sections 5.01, 6.02, 6.03, 6.04, 6.08 and 7.02 hereof and in this Section 8.01. This Agreement may be assigned in whole or in part, and the interests of Cincinnati in the Project may be sold or leased as a whole or in part, by Cincinnati without the necessity of obtaining the consent of the Recipient, subject, however, to the following conditions:

(a) No sale, assignment or leasing (other than pursuant to Section 7.02 hereof) shall relieve Cincinnati from primary liability for any of its obligations hereunder, and in the event of any such sale, assignment or leasing Cincinnati shall continue to remain primarily liable for the payments of all amounts specified in Section 4.01 hereof and for performance and observance of the other agreements on its part herein provided; and

(b) Cincinnati shall, within 15 days after the delivery thereof, furnish or cause to be furnished to the Recipient a true and complete copy of each such sale agreement, assignment or lease, as the case may be.

SECTION 8.02. Limitations on Recipient. The Recipient shall not sell, assign, pledge, transfer, convey or grant a security interest in its rights hereunder, including its rights to payment unless it provides Cincinnati with an opinion from Bond Counsel acceptable to Cincinnati stating that such transaction will not jeopardize or terminate the exclusion from gross income for federal income tax purposes of the interest on any Industrial Revenue Bonds (as defined in Section 103 of the Internal Revenue Code of 1954 as amended).

SECTION 8.03. Other Property of Cincinnati. Cincinnati may from time to time, in its sole discretion and at its own expense, install additional machinery, equipment and other items of personal property on the Project. All machinery, equipment and personal property so installed by Cincinnati shall remain the sole property of Cincinnati in which the Recipient shall have no interest, and may be modified or removed by Cincinnati at any time. In the event any removal of machinery, equipment or related property of