

PROVIDED, HOWEVER, and this instrument is upon the express condition that, if both (a) Grantor pays, or causes to be paid, to Grantee the principal sum set forth in the Note, the interest thereon and all other sums payable by Grantor to Grantee as are secured hereby in accordance with the provisions of the Note, the Loan Agreement and this Agreement, at the times and in the manner specified, without deduction, fraud or delay, and Grantor performs and complies with all the agreements, conditions, covenants, provisions and stipulations contained herein and in the Note and the Loan Agreement, and (b) the Issuer pays, or causes to be paid, to Grantee the principal sum set forth in the Bonds, the interest and premium thereon and all other sums payable by the Issuer to Grantee as are secured hereby in accordance with the provisions of the Bonds and the Indenture, at the times and in the manner specified, without deduction, fraud or delay, and complies with all the agreements, conditions, covenants, provisions and stipulations contained in the Bonds and the Indenture, then this Agreement and the estate hereby granted shall cease, determine and be void; otherwise this Agreement shall be and remain in full force and effect.

And Grantor has agreed and covenanted, and does hereby further agree and covenant with Grantee as follows:

0.054

4328 RV-2