

(a) A copy of said amendment as executed.  
 (b) A resolution of the County Board (i) stating that the County is not in default under any of the provisions of the Mortgage and the Lessee is not to the knowledge of the County in default under any of the provisions of this Agreement, (ii) giving an adequate legal description of that portion (together with the interest in such portion) of the Leased Land to be released, (iii) stating the purpose for which the County desires the release, and (iv) requesting such release.  
 (c) A resolution of the board of directors of the Lessee approving such amendment and stating that the Lessee is not in default under any of the provisions of this Agreement.  
 (d) A copy of the instrument granting the easement or conveying the title to a railroad, public utility or public body.  
 (e) A certificate of an Independent Engineer who is acceptable to the Bank, dated not more than sixty days prior to the date of the release and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Land so proposed to be released is necessary or desirable in order to obtain railroad, utility services or roads to benefit the Project and (ii) the release so proposed to be made will not materially impair the usefulness of the Project for the purpose for which it is intended and will not destroy all the means of ingress thereto and egress therefrom.  
 If all of the conditions of this Section 8.5 are met the Bank shall release any such property from the lien of the Mortgage.

No release effected under the provisions of this Section shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

**SECTION 8.6. Granting of Easements.** If no event of default under this Agreement shall have happened and be continuing, the Lessee may at any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, free from the lien of the Mortgage, or the Lessee may release existing easements, licenses, rights of way and other rights or privileges with or without consideration, and the County agrees that it shall execute and deliver and will cause and direct the Bank to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release (ii) a written application signed by the president or a vice president of the Lessee requesting such instrument; and (iii) a certificate executed by the president or a vice president of the Lessee stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not materially impair the effective use or interfere with the operation of the Project and will not materially weaken, diminish or impair the security intended to be given by or under the Mortgage. No grant or release effected under the provisions of this Section shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

**SECTION 8.7. Indemnification Covenants.** (a) Lessee shall and agrees to indemnify and save the County and the Bank harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term and against and from all claims arising during the Lease Term from (i) any condition of the Project, (ii) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement, (iii) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Lessee or (v) any claim otherwise arising in connection with this Lease Agreement and the transactions contemplated hereby. Lessee shall indemnify and save the County and the Bank harmless from any and all costs and expenses incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the County, or the Bank, Lessee shall defend them or either of them in any such action or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the issuance of the Note, by reason of the execution of the Mortgage, by reason of the performance of any act required of it by this Agreement, or by reason of the performance of any act requested of it by the Lessee, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County should incur any such pecuniary liability, then in such event the Lessee shall indemnify and hold harmless the County against all

claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County, the Lessee shall defend the County in any such action or proceeding.

**SECTION 8.8. Financial Statements of Lessee.** The Lessee agrees to furnish the County and the Bank such information respecting the business affairs, operation and financial condition of the Lessee and its consolidated subsidiaries as may be reasonably requested.

**SECTION 8.9. Additional Notes.** The County and the Lessee may hereafter negotiate one or more amendments to this Lease pertaining to an increase in the obligations of the County and the Lessee upon an undertaking of the County to refund Notes previously issued pursuant to the Note Ordinance or to provide additions or alterations for the Project through the issuance of Additional Notes pursuant to the Note Ordinance. In such instance the Lease Term provided in Section 5.1 may be extended until the maturity date of the last maturing Additional Notes; provided that no obligation is imposed on the County by this Section to enter into any such amendment and no such amendment is permitted hereunder which would result either in the breach of the County's obligations pursuant to the Note Ordinance or in the reduction of Lessee's obligations pursuant to this Lease.

**ARTICLE IX  
 ASSIGNMENT, SUBLEASING, MORTGAGING  
 AND SELLING;  
 REDEMPTION; RENT PREPAYMENT  
 AND ABATEMENT**

**SECTION 9.1. Assignment and Subleasing.** This Agreement may be assigned, and the Project may be subleased without the necessity of obtaining the consent of either the County or the Bank, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 8.3 hereof) or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it.

(b) The assignee or sublessee shall assume the obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

(c) The Lessee shall, within thirty days after the delivery thereof, furnish or cause to be furnished to the County and to the Bank a true and complete copy of each such assignment or sublease, as the case may be.

**SECTION 9.2. Mortgage of Project by County.** The County shall mortgage the Project by the Mortgage, and assign its interest in and pledge any moneys receivable under this Agreement to the Mortgagee as security for payment of the Note, but each such conveyance, assignment or pledge shall be subject and subordinate to this Agreement.

**SECTION 9.3. Restrictions on Sale of Project by County.** The County agrees that, except as set forth in Section 9.2 hereof or other provisions of this Agreement or the Mortgage, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

**SECTION 9.4. Prepayment of Note.** The County, at the prior written request at any time of the Lessee, and if the same are then subject to prepayment, 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 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 9.5. Prepayment of Rents.** There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time and from time to time, to prepay the rents payable under Section 5.3 hereof, and the County agrees that the Bank may accept such prepayment of rents when the same are tendered by the Lessee. All rents so prepaid shall be applied to prepayment of the Note pursuant to the Note Ordinance, and the provisions of the Note.

**SECTION 9.6. Lessee Entitled to Certain Rent Abatements If Note Paid Prior to Maturity.** If at any time the aggregate rental payments made to the Bank shall be sufficient to retire the Notes in accordance with the provisions of the Notes, and to pay all fees and charges of the Bank due or to become due through the date on which the Notes are 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

0007

4328 RV-2