

holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13.8. Amounts Held by the Mortgagee. It is agreed by the parties hereto that any amounts held by the Mortgagee upon expiration or sooner termination of the Lease Term, as provided in this Agreement, after payment in full of the Series 1980 Note and the fees, charges and expenses of the County and of the Mortgagee in accordance with the Mortgage and the provisions of this Agreement shall belong to and be paid to the Lessee by the Mortgagee as overpayment of rents.

SECTION 13.9. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Mortgagee.

SECTION 13.10. Net Lease. This Agreement shall be deemed and construed to be a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminutions or set-off other than those herein expressly provided.

SECTION 13.11. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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