

terms of the Notes and the Note Ordinance, and

(iii) that in the case of the sale of any such Leased Equipment to the Lessee or in the case of any other disposition thereof, the Lessee shall, unless otherwise requested by the Agent within thirty days after receipt from the Lessee of written notice of the removal, apply an amount equal to the original cost thereof less depreciation on a straight-line basis calculated in accordance with generally accepted accounting practices to the prepayment of the Notes pursuant to the terms of the Notes and the Note Ordinance.

The removal from the Project of any portion of the Leased Equipment pursuant to the provisions of this Section shall not entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

The Lessee shall promptly report to the Agent each such removal, substitution, sale and other disposition and shall pay to the Agent such amounts as are required by the provisions of the preceding subsection (b) of this Section to be paid to the Agent promptly after the sale, trade-in or other disposition requiring such payment; provided, that no such report and payment need be made until the amount of all such sales, trade-ins or other dispositions not previously reported aggregates at least \$100,000. The Lessee shall not remove, or permit the removal of, any of the Leased Equipment from the Leased Land except in accordance with the provisions of this Section.

SECTION 6.3. Taxes, Other Governmental Charges and Utility Charges. The Lessee will pay, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Lessee therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the lease rentals, revenues or receipts of the County from the Project which, if not paid, will become a lien on the Project or a charge on the revenues and receipts therefrom and the pledge or assignment thereof to be created and made in the Mortgage, and including all ad valorem taxes lawfully assessed upon the leasehold estate hereby granted and conveyed to the Lessee in the Leased Land, Building and Leased Equipment), all utility and other charges incurred in the operation,