

BOOK 1430 -- 830

consisting of the land described in Exhibit A hereto, together with all right, title and interest of the County in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon said property or any part thereof, and the reversion or reversions, remainder or remainders, in and to said real property and each and every part thereof, and together with the entire interest of the County in and to all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to said real property belonging or in any wise appertaining thereto, and all the estate, right, title, interest, claim or demand whatsoever of the County either in law or in equity, in possession or expectancy, of, in and to said real property, subject, however, to the right reserved to the Tenant and the County in Sections 8.07 and 8.08 of the Lease to release and remove certain real property from the Lease and this Indenture upon compliance with the terms and conditions of said Sections 8.07 and 8.08 of the Lease;

ITEM B

Subject to Permitted Encumbrances as hereinafter defined, the items described in Exhibit B hereto, together with all other machinery, equipment, other fixtures or personal property (a) the acquisition of which was financed in whole or in part from the proceeds of the Bonds, or (b) which is installed in the Project in substitution or replacement of machinery, equipment, fixtures or personal property described in the preceding clause (a) or which was installed in the Project in substitution for or replacement of other such substitutions or replacements.

ITEM C

(1) The Lease by and between the County and the Tenant covering the property described in Items A and B above (such property, as aforesaid being hereinafter defined and herein referred to as the "Project"); all right, title and interest of the County in, under and to the Lease; and all rents, revenues, issues, profits, income and other sums due and to become due to the County under and pursuant to or by reason of the Lease (excluding, however, amounts paid by the Tenant thereunder to the County and other local taxing authorities as assessments or taxes or in lieu of taxes pursuant to the provisions of Sections 6.03 and 6.04 thereof and amounts paid by the Tenant to the County pursuant to Section 8.09 thereof), it being the intent and purpose hereof that the assignment and transfer to the Trustee of the rents and other sums due and to become due under the Lease shall be effective and operative immediately and shall continue in force and effect, and the Trustee shall have

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