

attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS FURTHER AGREED, by and between the said parties that the Lessee may from time to time in its sole discretion and at its own expense install machinery, equipment and other property in the Building (as defined in the Lease Agreement) or on the Leased Land (as defined in the Lease Agreement) and which may be attached or affixed to the Building or the Leased Land. All such additional machinery, equipment and other property shall remain the sole property of the Lessee and the Lessee may remove the same from the Building or the Leased Land at any time, in its sole discretion and at its own expense; provided, that any damage to the Project resulting from any such removal shall be repaired by the Lessee at the expense of the Lessee. The Lessee may create any mortgage, encumbrance, lien or charge on any such machinery, equipment and other personal property provided that the same will not diminish or impair the security intended to be given by or under this Mortgage. Neither the County nor the Bank shall have any interest in or landlord's lien on any such machinery, equipment or personal property so installed and all such machinery, equipment and personal property shall be and remain the property of the Lessee.