

date, and if at any payment date the rental payment is insufficient to make required payments of principal (whether at maturity or by prepayment as provided in the Note and Note Purchase Agreement) and interest on such date the Lessee will forthwith pay any such deficiency; provided that should any rental payment exceed the amount payable on the payment date and should the excess not be of sufficient amount to be used to prepay the Note, then such excess shall be credited against the next rental payment; and provided further, that if at any time the amount held by the County for application as aforesaid should be sufficient to pay at the times required the principal of and interest on the Note then remaining unpaid, then the County shall promptly take all action necessary to prepay the Note and to have the Note cancelled and marked Paid, and the Lessee shall not be obligated to make any further rental payments under this Section.

The Lessee recognizes that to better secure the prompt payment of the Note and to better ensure the due performance by the County of its covenants contained in this Lease Agreement and in the Note Purchase Agreement, the County's interest under this Agreement, including the right to receive all rentals and other revenues to be paid hereunder (except amounts to be paid to the County pursuant to Sections 5.5, 8.7 and 10.4 hereof) has been assigned simultaneously with the execution of this Agreement to the Assignee pursuant to the terms of an Assignment.

In the event the Lessee should fail to make any of the payments required in this Section 5.3, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default with interest thereon from the date of default at the penalty rate shall have been fully paid. The provisions of this Section shall be subject to the provisions of Section 9.6 hereof.

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