

been presented for payment; and provided further, that if the amount held by the Trustee in the Bond Fund should be sufficient to pay at the times required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Tenant shall not be obligated to make any further rental payments under the foregoing provisions of this section. So long as any Bond is outstanding under the Indenture, all such payments shall be made to the Trustee for the account of the County. The Basic Rent shall be absolutely net to the County, free of any taxes, costs, expenses, liabilities, charges or other deduction whatsoever with respect to the Project and the possession, operation, maintenance, repair, rebuilding, use or occupation thereof or of any portion thereof, so that this Lease shall yield the Basic Rent net to or for the account of the County throughout the Term. Nothing herein shall prevent the Tenant from making greater payments of Rent for the purpose of permitting the voluntary prepayment of the Bonds as permitted in the Indenture, or for any other reason.

SECTION 5.03. Additional Rent. The Tenant will pay on demand, as additional rent, all other amounts, liabilities and obligations which the Tenant herein assumes or agrees to pay, except that the liquidated damages referred to in Section 9.04 and 9.05 hereof shall not constitute additional rent. In the event of any failure on the part of the Tenant to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of non-payment of the Basic Rent. The Tenant will also pay the County, on demand as additional rent, interest at the rate of 8% per annum, or at the highest rate permitted by law if less than 8% per annum, (a) on all overdue installments of the Basic Rent from the due date thereof until payment, and (b) except as is otherwise provided in Section 5.05 hereof, on all additional rentals from the date which is thirty days after the receipt by Tenant of the demand therefor if the same are not paid within such thirty days.

SECTION 5.04. Net Lease. This Lease is a net lease and so long as any part of the Bonds are outstanding and unpaid, the obligation to pay Basic Rent, additional rent and all other sums payable hereunder to or for the account of the County, and to perform all other covenants, conditions and agreements hereunder shall be absolute and unconditional without notice or demand and without set-off, counterclaim, abatement, suspension, deduction, diminution or defense for any reason whatsoever.

SECTION 5.05. Performance of Tenant's Obligations by County. If the Tenant at any time shall fail to make any payment or perform any act on its part to be made or performed under this Lease, then, subject to the provisions of Section 8.13 hereof, the County may (but shall not be obligated to), upon 10 days' prior written notice to the Tenant and without waiving or releasing the