

SECTION 9.5. Prepayment of Rents. There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose, to prepay all or any part of the rents payable under Section 5.3 hereof, and the County agrees that the Mortgagee may, but is not obligated to (except to the extent that any Notes are subject to prepayment under the terms of the Note Ordinance and the rents are to be applied to effect such prepayment), accept such prepayment of rents when the same are tendered by the Lessee. All rents so prepaid shall be credited on the rental payments specified in Section 5.3 hereof, in the inverse order of their due dates.

SECTION 9.6. Lessee Entitled to Certain Rent Abatements if Series 1980 Note Paid Prior to Maturity. If at any time the aggregate rental payments held by the Mortgagee shall be sufficient to pay in full principal and interest on the Series 1980 Note due or to become due to maturity or to such earlier date on which the Notes are called for prepayment in accordance with the terms of the Notes and the Note Ordinance, and to pay all fees and charges of the Mortgagee due or to become due through the date on which the Series 1980 Note is retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate