

Section 9.4. Redemption of Note. The County, at the prior written request at any time of the Lessee, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Note and Note Purchase Agreement to effect prepayment of all or part of the Note, as may be specified by the Lessee on the earliest prepayment date on which such prepayment may be made under such applicable provisions.

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 rentals payable under Section 5.3 hereof. In making such prepayments the Lessee shall notify the County as to what amount, if any, is to be used to prepay the Note as provided in Section 9.4 hereof, and the County shall promptly take all action necessary to effectuate such prepayment with such prepayment to be effected as provided in Section 2.3 (b) of the Note Purchase Agreement. That portion of the rental payment which is not to be used to prepay the Note shall be credited on the rental payments specified in Section 5.3 hereof, in the order of their due dates.

Section 9.6. Lessee Entitled to Certain Rent Abatements if Note Paid Prior to Maturity. If at any time the aggregate rental payments held by the Assignee shall be sufficient to retire the Note in accordance with the provisions of the Note, and to pay all fees and charges of the Assignee due or to become due through the date on which the 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 moneys are in the hands of the Assignee to and including December 1, 1931, with no obligation to make the rental payments specified in Section 5.3 hereof during that interval (but otherwise

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