

Provided, however, that under the terms and conditions of section 11.2 of the Lease the Note may be prepaid at 100% of par plus accrued interest to the prepayment date without penalty or premium.

The foregoing paragraph shall inure to the benefit of the Lessee in order to effectuate the rights of the Lessee to require prepayment, as provided in Section 9.4 of the Lease.

Upon the failure to pay timely principal or interest when due under this Note, or upon the happening of a default, as defined in either the Lease, Guaranty, or Mortgage and Security Agreement, the principal of the Note then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon and any prepayment premium or penalty, if any, applicable thereto.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of the Mortgage and Security Agreement and Lease and the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law; and that the issuance of this Note, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation.