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the Note, but each such conveyance, assignment or pledge shall be subject and subordinate to this Agreement.

SECTION 9.3. RESTRICTIONS ON SALE OF PROJECT BY COUNTY.

The County agrees that, except as set forth in Section 9.2 hereof or other provisions of this Agreement or the Mortgage, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

SECTION 9.4. PREPAYMENT OF NOTE. The County, at the prior written request at any time of the Lessee and if the same is then subject to prepayment, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Note 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 rents payable under Section 5.3 hereof, and the County agrees that the Mortgagee may 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 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 Mortgagee shall be sufficient to retire the Note in accordance with the provisions of the Note, and to pay all fees and charges of the Mortgagee due or to become due through the date on which the Note is retired, under circumstances not

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