

interest in and pledge any moneys receivable under this Agreement pursuant to the Mortgage, to the Mortgagee as security for payment of 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 are 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 and from time to time, to prepay 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 applied to prepayment of the Note pursuant to the Note Ordinance, and the provisions of the Note.

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