

pledge the Lease Rentals required by Section 5.3 hereof to the Mortgagee as security for payment of the principal of, premium, if any, and interest on the Note, but this Lease shall be subject and subordinate to each such mortgage, assignment, or pledge.

SECTION 9.3 Restrictions on Sale or Other Disposition of Project.

The County and the Lessee agree that, except as set forth in Sections 9.1 and 9.2 hereof or other provisions of this Lease or the Mortgage, neither the County nor the Lessee will sell, convey, mortgage, encumber, or otherwise dispose of any part of, or interest in, 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, 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 then outstanding Note, as may be specified by the Lessee, on the earliest date on which such prepayment may be made under such applicable provisions; provided, however, that prepayment may be effected only on payment of any prepayment premium, which may be payable, as provided in the Note.

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. In making such prepayment, the Lessee shall notify the County as to what amount, if any, is to be used to redeem the Note as provided in Section 9.4 hereof, and the County shall promptly take all action necessary to effectuate such prepayment as provided in the Note. That portion of the

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