

obligation to make such additional payments shall continue only so long as and to the extent the Lessee is required by law to pay the aforesaid amounts in lieu of taxes. Having paid the amounts required by the Enabling Act and this Section in lieu of taxes, the Lessee shall not be required to pay any such taxes for which a payment in lieu thereof has been made to the State or to any city, county, town, school district, or other political unit. In the event the Lessee shall fail to make any payments required, the amount or amounts so in default shall continue as an obligation of the Lessee until fully paid, and the Lessee agrees to pay the same with interest thereon at the Penalty Rate until paid.

SECTION 5.5 Obligations of Lessee Hereunder Unconditional.

Subject to the provisions of this Section and Section 9.6 hereof, the obligations of the Lessee to make the payments required in Sections 5.3 and 5.4 hereof and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional. Until such time as the principal of, premium, if any, and interest on the Note shall have been fully paid, the Lessee (i) will not suspend or discontinue any payments provided for in Sections 5.3 and 5.4 hereof; (ii) will perform and observe all of its other agreements contained herein; and (iii) except as provided in Section 11.1 hereof, will not terminate the Lease Term for any cause including, without limiting the generality of the foregoing, failure of the Lessee to complete the Project, the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or South