

the County shall promptly take all action necessary to prepay the Note and to have the Note cancelled and marked "Paid", and the Lessee shall not be obligated to make any further rental payments under the foregoing provisions of this Section.

The Lessee recognizes that the County's interest under this Lease, including the right to receive the Lease Rentals, has been assigned simultaneously with the execution of this Lease to the Mortgagee. In order to additionally secure the payment of the principal of, premium, if any, and interest on the Note on the occasions when the same are due and payable, and in consideration of the County having made available to the Lessee this method of acquiring and financing the Project, Lessee unconditionally guarantees to the County for the benefit of the persons who shall be the holders of the Note, their successors and assigns, the payment in full of an amount equal to the principal of, premium, if any, and interest on the Note, as and when the same are due and payable, either upon maturity, or by acceleration as provided in the Note.

In the event the Lessee shall fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon at the Penalty Rate until paid. The provisions of this Section shall be subject to the provisions of Section 9.6 hereof.

SECTION 5.4            Payment in Lieu of Taxes.            It is recognized that under the provisions of the Enabling Act, when any project is leased by a county pursuant to the Enabling Act, the lessee thereof shall be required to make payments to the county, the school district or school districts, and other political units wherein the project shall be