

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING;  
REDEMPTION; RENT PREPAYMENT AND ABATEMENT

Section 9.1. Assignment and Subleasing. This Agreement may be assigned, and the Project may be subleased as a whole or in part, by the Lessee without the necessity of obtaining the consent of either the County or the Assignee, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 8.3 hereof) or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it.

(b) The assignee or sublessee shall assume the covenants and obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

(c) The Lessee shall, within thirty days after the delivery thereof, furnish or cause to be furnished to the County and to the Assignee a true and complete copy of each such assignment or sublease, as the case may be.

Section 9.2. Assignment by County. The County shall assign its interest in and pledge any moneys receivable under this Agreement (except payments pursuant to Sections 5.5, 8.7 or 10.4) pursuant to the Assignment of Lease Agreement to the Assignee 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 Assignment of Lease Agreement it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

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