

unpaid fees and expenses of the County or the Trustee which are then due or will become due prior to the time that the Bonds are paid in full and the trust established by the Indenture is terminated.

SECTION 9.06. Rights and Obligations on Default Unchanged by Non-Termination. The right of recovery of the County and the obligation of the Tenant to pay the amount set forth in Section 9.05 shall be the same if the County shall exercise its right of entry, repossession or removal without termination of this Lease as provided in Section 9.03.

SECTION 9.07. Law Affecting Liquidated Current Damages. If any statute or rule of law shall validly limit the amount of such liquidated and agreed current damages to less than the amount agreed upon in Sections 9.04 and 9.05, the County shall be entitled to the maximum amount allowable under such statute or rule of law.

SECTION 9.08. Merger, Consolidation or Transfer of Assets by Tenant. The Tenant covenants and agrees that it will not merge or consolidate with any other corporation or transfer all or substantially all of its business and assets to another corporation which in any case succeeds to all or substantially all of the business and assets of the Tenant, unless such successor corporation is organized under the laws of the United States or a state thereof and expressly assumes in writing all covenants, liabilities and obligations of the Tenant hereunder. The Tenant further covenants and agrees that during the Term of this Lease and so long as the Bonds are outstanding, without the prior written consent of the County and of the Trustee under the Indenture, it will not be a party to any such merger, consolidation or transfer of its business and assets, if the corporation surviving or resulting from any such merger or consolidation or acquiring such business and assets would have, after giving effect to such merger, consolidation or acquisition of business and assets, a tangible net worth (computed in accordance with generally accepted accounting principles) less than ninety per centum (90%) less than the tangible net worth of the Tenant (computed as aforesaid) immediately prior to such merger, consolidation or transfer of business and assets.