

ARTICLE XII

ASSIGNMENT OF COUNTY'S INTEREST

SECTION 12.01. Assignment of County's Interest to Trustee. The Tenant agrees that the County shall have the right to assign to the Trustee under the Indenture, this Lease and all right, title and interest of the County under this Lease as further security for the obligations of the County under the Indenture. Provided, however, that any such assignment shall be subordinate and subject to the terms and provisions of this Lease and shall not have the effect of releasing the County from any of its obligations under this Lease nor constitute an assumption of any such obligation by the assignee.

SECTION 12.02. Rights of Assignee. The Tenant covenants and agrees that in the event of an assignment under Section 12.01: (a) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto; (b) the Tenant will pay all rent including amounts payable under this Lease to or upon the direction of the Trustee, without any setoff, deduction, abatement or diminution; (c) no action, or failure to act, on the part of the County shall adversely affect or limit any rights of the Trustee; (d) no amendment, modification or termination of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee as provided in the Indenture; (e) all notices, demands, certificates, insurance policies and other instruments given by the Tenant hereunder shall be delivered to the Trustee; and (f) all references to the County herein shall be deemed to include the Trustee to the full extent necessary or desirable for the full protection of the Trustee.

SECTION 12.03. No Modification by the Tenant. Except as otherwise expressly permitted herein the Tenant shall not: (i) modify or in any way alter the terms of this Lease, including, without limitation, the covenant to pay rent set forth in Section 5.02 hereof, or terminate the Term hereof, without the prior written consent of the Trustee as required under the Indenture; (ii) anticipate the rental hereunder except as herein provided or accept a waiver, offering, excuse or in any manner secure or obtain a release or discharge of the Tenant of or from any orders, obligations, covenants, conditions and agreements, including the obligation to pay the rent called for herein in the manner and at the place and at the time specified herein, without the prior written consent of the Trustee as provided in the Indenture; and (iii) obtain any consents, approvals or permissions or participate with the County in the exercise of any of the County's rights, options, elections or privileges as the