

both, to insure such payment and prevent any sale or forfeiture of the Project or any part thereof by reason of such nonpayment or noncompliance, and provided further that the County would not be in substantial danger of civil or any danger of criminal liability by reason of such nonpayment or noncompliance.

SECTION 8.14. No Termination or Abatement for Damage or Destruction, Etc. Except as otherwise expressly provided herein and so long as any of the Bonds are outstanding, this Lease shall not terminate, nor shall the Tenant have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of the Tenant be otherwise affected, by reason of any damage to or the destruction of all or any part of the Project from whatever cause, the loss or theft of the Facilities or any part thereof, the taking of the Project or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of the Tenant's use of the Project or the interference with such use by any private person or corporation, or by reason of any eviction by paramount title or otherwise, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Rent and additional rent reserved hereunder shall continue to be payable in all events and the obligations of the Tenant hereunder shall be terminated only pursuant to an express provision of this Lease.

The Tenant acknowledges that the County has made no representations as to the condition or manner of construction of the Facilities. This Lease shall not terminate, nor shall the Tenant have any right to terminate this Lease, or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of the Tenant be otherwise affected by reason of or due to the condition of the Project including the Facilities either before, during or after construction or by reason of or due to any failure to complete the construction of the Facilities.

The obligations of the Tenant to make the payments required in Article V 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 and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Tenant (i) will not suspend or discontinue any payments provided for in Article V hereof, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) except as provided in Article X hereof will not terminate this Lease for any cause, including, without limiting the generality of the