

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING;
PREPAYMENT; 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 the County but with the written consent of the Agent, subject, however, to each of the following conditions:

(a) No assignment 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 in writing the obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

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

(d) No such assignment or sublease shall allow the assignee or sublessee to use the Project for a purpose which would result in the interest on the Notes being taxable.

SECTION 9.2. Mortgage of Project by County. The County shall mortgage the Project to the Mortgagees pursuant to the Mortgage, and shall assign its interest in and pledge the Lease Rentals receivable under this Agreement to the Mortgagees as security for payment of the Notes. The Lessee hereby acknowledges and consents to such mortgage and pledge.

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 Mortgage, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

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