

charges and expenses of the Trustee and paying agents in accordance with the Indenture shall belong to and be paid to the Lessee by the Trustee as overpayment of rents.

SECTION 13.7. AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Trustee and of the Guarantor or their respective successors and assigns, except that no such consent by the Guarantor shall be necessary with respect to any termination of this Agreement pursuant to Section 10.2 hereof or with respect to supplements to this Agreement entered into for the purpose of adequately describing the Project in the demising clauses of this Agreement. Subject to the limitations provided in the Act, in the case of any actual or attempted amendment, change, modification, alteration, or termination of this Agreement without such prior written consent, then the Guarantor shall have the right, in addition to any other remedy for any breach or attempted breach of this covenant, to proceed in equity for such relief as may be appropriate including, without limitation, mandatory injunction and specific performance or such other relief as may appear necessary or desirable to enforce performance and observance of the agreements and covenants of the Lessee and the County under this Section 13.7.

SECTION 13.8. NET LEASE. This Agreement shall be deemed and construed to be a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminutions or set-off other than those herein expressly provided.