

ARTICLE IXASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING:
REDEMPTION; 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 either the County or the Purchaser, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 8.2 hereof) 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 the covenants and obligations of the Lessee hereunder to the extent of the interest assigned or subleased.

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

SECTION 9.2. Mortgage of Project by County. The County shall assign its interest in and pledge any moneys receivable under this Agreement (except amounts paid pursuant to Sections 5.5, 6.3, 8.6 and 10.4 hereof) to the Purchaser as security for payment of the Note. Except for such assignment, the County shall not create any lien on, or security interest in, the Project or the moneys receivable pursuant to this Agreement.