

ARTICLE IX

SUBLET OR ASSIGNMENT OF PROJECT; RE-
POSSESSION; MERGER, CONSOLIDATION
OR TRANSFER OF ASSETS BY TENANT;
SURVIVAL OF TENANT'S OBLIGATION

SECTION 9.01. Sublet or Assignment. The Tenant may sublet the Project or any part thereof and may assign or otherwise transfer all of its rights and interest hereunder with the written consent of the County which consent shall not be unreasonably withheld; provided (a) that no assignment, transfer or sublease shall affect or reduce any of the obligations of the Tenant hereunder, but all obligations of the Tenant hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, and (b) that the Tenant shall give the County and the Trustee under the Indenture not less than 30 days prior written notice of any such proposed assignment, transfer or sublease.

SECTION 9.02. Collection of Rent from Others; No Release of Tenant. If this Lease be assigned or transferred, or if the Project or any part thereof be sublet or occupied by anybody other than the Tenant, the County may, after default by the Tenant, collect rent from the assignee, transferee, subtenant, or similar occupant, and apply the net amount collected to the Basic Rent and any other amounts reserved hereunder, but no such assignment, transfer, subletting, occupancy or collection shall be deemed the acceptance of the assignee, transferee, subtenant or similar occupant as tenant of the County, or a waiver or release of the Tenant from the performance of the terms, covenants and conditions of this Lease to be performed by the Tenant. Any violation of any provision of this Lease, whether by act or omission, by an assignee, transferee, subtenant, or similar occupant, shall be deemed a violation of such provision by the Tenant and the Tenant shall assume and be liable to the County for all and any acts and omissions of any and all assignees, transferees, subtenants and similar occupants.

SECTION 9.03. Repossession and Reletting. At any time after termination of this Lease pursuant to Section 11.02 hereof, the County without further notice may enter upon and repossess the Project and may remove the Tenant and all other persons and any and all property from the Project. Prior to the termination of this Lease pursuant to Section 11.02 hereof and without any obligation on the part of the County to terminate this Lease, if an Event of Default occurs and shall be continuing, the County shall also have the right of entry and of repossession, and removal, after not less than 30 days prior written notice to the Tenant of its intent to exercise such right and specifying