

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING; REDEMPTION;
RENT PREPAYMENT AND ABATEMENT; INSTALLATION OF
LESSEE'S OWN MACHINERY AND EQUIPMENT

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 Mortgagee, 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 the amounts payable under Section 5.4 hereof and for the payment, performance and observance of the other obligations and 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 thirty (30) days after the delivery thereof, furnish or cause to be furnished to the County and to the Mortgagee a true and complete copy of each such assignment or sublease, as the case may be.

SECTION 9.2 Mortgage of Property by County. The County will mortgage the Project and assign its interest in and pledge the Lease Rentals required by Section 5.3 hereof to the Mortgagee as security for payment of the principal of, premium, if any, and interest on the Note, but each such mortgage, assignment, or pledge shall be subject and subordinate to this Agreement. The Lessee hereby acknowledges and consents to such mortgage, assignment, and pledge.

SECTION 9.3 Restrictions on Sale or Other Disposition of Project. The County and the Lessee agree that, except as set forth in Section 9.2 hereof or other provisions of this Agreement or the Mortgage, neither the County nor the Lessee will sell, convey, mortgage, encumber, or otherwise dispose of any part of, or interest in, the Project during the Lease Term.

SECTION 9.4 Prepayment of Rents. In addition to rental prepayments otherwise expressly authorized or required hereunder, the Lessee has the right to prepay, at any time and from

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