

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING: REDEMPTION

RENT PREPAYMENT AND ABATEMENT: INSTALLATION OF

LESSEE'S OWN MACHINERY AND EQUIPMENT

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SECTION 9.1 Assignment and Subleasing. This Lease may be assigned, in whole or in part, and the Project may be subleased in whole or in part, by the Lessee without the necessity of obtaining the consent of either the County or the Mortgagee, provided, however, that:

(a) No assignment (other than pursuant to Section 8.3 hereof and the Guaranty Agreement) 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 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 the Mortgagee a true and complete copy of each such assignment or sublease, as the case may be, accompanied by a certificate of an independent certified public accountant and an opinion of Independent Counsel that nothing in the transaction violates any of the applicable arbitrage provisions set forth in Section 103 of the Internal Revenue Code of 1954, as amended.

SECTION 9.2 Mortgage of Property by County. The County will mortgage the Project by the Mortgage and assign its interest in and