

BOOK 1430 PAGE 863

shall not issue any bonds (other than the Bonds), notes or other evidences of indebtedness, or incur any indebtedness, payable prior to or on a parity with the Bonds from the revenues and receipts derived by it from the leasing and sale of the Project (including the revenues and receipts under the Lease) or ranking superior to or equally with the Bonds as to the security of the Indenture and the lien and pledge created hereunder on such revenues and receipts.

The County shall not mortgage, encumber, hypothecate, sell, transfer, assign or otherwise dispose of all or any part of the Project or the revenues and receipts thereof (other than to the Trustee hereunder and other than for dispositions of the Project permitted by the Lease) or assign, transfer or hypothecate (other than to the Trustee hereunder) any Basic Rent (or analogous payment) then due or to accrue in the future under the Lease (or under any other lease of the Project).

SECTION 7.11. Concerning the Lease.

(a) The County

(i) shall not do or permit anything to be done, or omit or refrain from doing anything in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for declaring a forfeiture of the Lease;

(ii) shall perform and discharge each and every obligation, covenant and agreement of the County contained in the Lease;

(iii) shall give prompt notice to the Trustee of any notice, request, report or other document received from the Tenant together with a true and complete copy of any thereof received by the County in writing; and

(iv) shall enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Tenant contained in the Lease.

(b) Except as otherwise expressly permitted hereinafter in this section, the County shall not: (i) modify or in any way alter the terms of the Lease; or (ii) waive, excuse or in any manner release or discharge the Tenant from any obligations, covenants, conditions and agreements, including the obligation to pay rental called for in the Lease in the manner, at the place, and at the time specified therein.

9863

4328 IV-2