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(c) The County shall appear in and defend any action or proceedings arising under, growing out of, or in any manner connected with the Lease or the obligations, duties or liabilities of the County, as lessor, or Tenant, as lessee, as the case may be; and shall pay or cause to be paid all costs and expenses of the Trustee in any such action or proceeding in which the Trustee may appear.

(d) The Trustee shall at any and all times have the power to exercise and enforce any of the rights, powers or privileges of the County under the Lease, including but without limiting the generality of the foregoing, the rights (i) to grant consents, approvals or permissions, (ii) to declare an event of default as defined therein, (iii) to exercise any and all remedies provided for therein, (iv) to exercise any and all rights of entry, and (v) to perform the County's covenants as provided for therein.

(e) The County shall not amend or consent to any amendment to the Lease (i) except as is hereinafter provided in this paragraph, and (ii) without the consent of the Trustee thereto. The County and the Trustee may, without the consent of or notice to the holders of any Outstanding Bonds consent to any amendment, change or modification of the Lease (1) as may be required (A) by the provisions of the Lease and the Indenture as initially executed or as thereafter amended in accordance with the provisions hereof; or (B) for the purpose of curing any ambiguity or formal defect or omission therein; or (2) as may be requested by the Tenant and which in the opinion of both the County and the Trustee will not materially affect the interests of the holders of the Bonds. Except for the amendments, changes or modifications permitted by the preceding sentence, neither the County nor the Trustee shall consent to any other amendment, change or modification of the Lease without the written approval or consent of the holders of not less than two-thirds of the aggregate principal amount of the Bonds then Outstanding; provided however, that no such modification of the Lease shall result in the violation of any terms and provisions of Section 9.02 of the Indenture; provided further, that in the event requested by the Tenant and consented to by the holders of all the Bonds Outstanding, the Trustee may consent to any amendment to the Lease which, in the opinion of Independent Counsel, does not impair or diminish the obligations of the Tenant to the County and such amendments may take effect immediately after notice thereof to the County.

SECTION 7.12. Default Under the Lease. In the event of a default under the Lease, the County shall use its best efforts but shall be under no obligation to obtain a new tenant