

## ARTICLE VIII

### ASSIGNMENT OF THIS AGREEMENT; SURVIVAL OF COMPANY'S OBLIGATION

#### Section 8.01 Lease or Assignment.

The Company may at any time assign or otherwise transfer all of its rights and interests hereunder to any lessee or assignee, as the case may be, selected by the Company on such terms as the Company may determine in its sole discretion, provided (a) that no assignment, transfer or lease shall (i) be effective unless consented to by the County ~~if, and only if, (provided that such consent is by the County shall not be required under applicable statutory law and is not the circumstances set forth in Section 12-44-120(B) of the Act or otherwise permitted hereunder as provided in this Section)~~, and (ii) affect or reduce any of the obligations of the Company hereunder unless consented to by the County, which consent, ~~in the cases of (i) and (ii) above,~~ shall not be unreasonably withheld, conditioned or delayed and (b) that the Company or lessee shall give the County and the Department written notice of any such assignment, transfer or lease and within sixty (60) days thereafter shall furnish or cause to be furnished to the County a true and complete copy of any such lease, assignment or other transfer which shall include indemnity as provided in **Section 7.05** hereof. The Company acknowledges that such a transfer of an interest under this Agreement may cause the Project to become ineligible for negotiated fees in lieu of taxes under the Act absent compliance by the Company with the Transfer Provisions; ~~provided that, to the extent permitted by Section 12-44-120 of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions.~~ Notwithstanding anything contained herein to the contrary, the County hereby consents to any transfers or assignments by the Company to any affiliate of the Company at any time ~~and no additional consent from the County shall be required with respect to any transfers or assignments by the Company to any affiliate of the Company.~~ For such purposes, "affiliate" shall include any person or entity directly or indirectly controlling, controlled by or under common control with the Company. The County shall, if the Company requests, acknowledge the receipt and sufficiency of any such notice.

[End of Article VIII]

