

30, 1984, inclusive, a sum equal to the amount payable on each such March 31 and September 30 as principal and interest on the Second Series Bonds.

The provisions of this Article shall be in addition to and shall in no way be deemed in lieu of the existing obligations of Lessee pursuant to Article V of the Original Lease Agreement.

ARTICLE VI

COVENANTS OF LESSEE WITH RESPECT TO CAPITAL EXPENDITURES

Section 8.9 of the Lease Agreement is hereby amended by deleting it entirely and substituting in lieu thereof the following:

"SECTION 8.9. Covenants of Lessee with Respect to Capital Expenditures. The County is issuing the First Series Bonds and Second Series Bond pursuant to elections made under Section 103(c)(6)(D) of the Internal Revenue code of 1954, as amended. In order to insure that interest on the First Series Bonds or Second Series Bond will not become subject to Federal Income Taxes as a result of a violation of the capital expenditures limitation prescribed in said Section 103(c)(6)(D), the Lessee covenants with the County, the Trustee, and with each of the future holders of any First Series Bonds or interest coupons appertaining thereto and Second Series Bond as follows:

"(1) that all rights and privileges granted to the Lessee hereunder shall be exercised in such manner that the covenants made by this Section 8.9 shall be observed, and if any conflict between Section 8.9 and any other provisions in this Agreement shall arise, then in such case, Section 8.9 shall control;

"(2) That the Lessee will not commit nor permit the commission of any act which (a) would cause the First Series Bonds or the Second Series Bond not to qualify as, or not to continue to be, an exempt small

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