

therein set forth of the property which it purports to demise; that the Lease was lawfully made by the Lessee; that the covenants contained in the Lease are valid and binding; and that the County has good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the trust estate in the manner and form herein provided.

The County and the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Lease as may be required (a) by the provisions of the Lease and this Indenture; (b) for the purpose of curing any ambiguity or formal defect or omission; (c) in connection with the machinery and equipment described in Schedule B to the Lease so as more precisely to identify the same or substitute or add additional machinery and equipment, or (d) in connection with any other change therein which in the judgment of the Trustee is not to the prejudice of the Trustee or the holders of the Bonds. The County and the Lessee may enter into any amendment, change or modification of the Lease consented to by the County and the Trustee in accordance with the provisions of this paragraph.

The County further covenants that, except as provided in the next preceding paragraph hereof, it will not without the written consent of the holders of not less than sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of the Outstanding Bonds alter, modify or cancel, or agree or consent to alter, modify or cancel the Lease except as therein specifically provided. With such written consent the County may consent to alterations or modifications thereof provided that no such alterations or modifications will decrease the amounts available for payment of the Bonds except as permitted by the terms of the Lease or will render the income of the County or the interest on the Bonds taxable to the recipient.