

shall never constitute an indebtedness of the County within the meaning of any state constitutional or statutory provision or limitation, but are payable solely out of the revenues and other amounts derived from the leasing of the Project financed through the issuance of the Series A Bonds. The Series A Bonds and the interest coupons appertaining thereto do not now and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

As provided in, and to the extent permitted by, the Indenture or any indenture supplemental thereto, the rights and obligations of the County and of the holders of the Bonds and coupons may be modified by the County with the written consent of the holders of 66 2/3% in principal amount of the Bonds then outstanding (which written consent shall be binding upon every future holder hereof); provided, however, that no such modification shall effect the reduction of, or the extension of the stated time of payment of, the principal hereof or the interest hereon or of any premium payable on the redemption hereof or permit the creation of any lien on the trust estate prior to or on a parity with the lien of the Indenture or deprive the holder hereof of the lien created by the Indenture on the trust estate without the consent of the holder hereof.

The Series A Bonds maturing on April 1, 1982 and thereafter are redeemable at the option of the County, in whole or in part in inverse numerical order on April 1, 1981 and on any interest payment date thereafter at the principal amount of the Series A Bonds to be redeemed, and accrued interest thereon to the date of redemption, plus a premium of 5% of such principal amount less 1/2 of 1% for each one year period elapsed from and including the first day of April in 1981 to the date of redemption, but in no event at less than the principal amount thereof plus accrued interest to the date of redemption.

The Series A Bonds are also redeemable at any time out of certain moneys received by the Trustee as provided in the Indenture, either as a whole or in part, in inverse numerical order at the principal amount of the Series A Bonds to be redeemed and accrued interest thereon to the date of redemption plus a premium of 5% of such principal amount less (in the case of any redemption after April 1, 1981) 1/2 of 1% for each one year period elapsed from and including the first day of April in 1981 to the date of redemption, but in no event at less than the principal amount thereof plus accrued interest to the date of redemption.

The Series A Bonds are subject to mandatory redemption at any time out of certain moneys received by the Trustee from the mandatory purchase by Bigelow-Sanford, Inc. of the Project resulting from any violation of restrictions and limitations contained in Section 103(c)(6)(D) of the Internal Revenue Code of 1954, as amended, at the principal amount of the Series A Bonds to be redeemed and accrued interest thereon to the date of redemption plus a premium of 5% of such principal amount, plus an additional premium, if any, determined by multiplying one-third of the 12 months interest on each Series A Bond redeemed by the number of 180 day periods, or fractions thereof, between the date as of which interest on the Series A Bonds is taxable and the redemption date.