

(as defined in the Lease Agreement) on a parity with the First Series Bonds and any Additional Bonds theretofore or thereafter issued and payable from the Bond Fund; provided, that no Additional Bonds shall be issued either prior to the expiration of three years from the date of delivery of the First Series Bonds or thereafter, if by reason of such issuance any covenant made by the Lessee in Section 8.9 of the Lease Agreement is violated. The proceeds of any Additional Bonds shall be used solely to pay the costs of improvement to the Project and to pay the costs incident to the issuance of the Additional Bonds, in accordance with Section 8.10 of the Lease Agreement.

Such Additional Bonds shall be issued in such series and principal amounts, within the limitations herein provided, shall be dated, shall bear interest at such rate or rates, shall be subject to redemption at such times and prices, and shall mature in such years as the indenture supplemental hereto authorizing the issuance thereof shall fix and determine and, when so issued, shall be deposited with the Trustee for authentication and delivery.

SECTION 211. Delivery of Additional Bonds. Upon the execution and delivery in each instance of an appropriate indenture supplemental hereto, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate such Additional Bonds and deliver them to the purchaser or purchasers as may be directed by the County, as hereinafter in this Section 211 provided. Prior to the delivery by the Trustee of any such Bonds there shall be filed with the Trustee:

1. A valid and effective amendment to the Lease Agreement, pursuant to Section 8.10 thereof, extending the Lease Term, where required, to the extent permitted by Section 8.10 providing for the inclusion within the Project (as defined in the Lease Agreement) of any real estate and interest therein and any buildings,