

structures, facilities, machinery or equipment, all to become part of the Project and to be located on the Leased Land (as defined in the Lease Agreement) or to refund the Second Series Bonds and any Additional Bonds thereafter issued 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 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 6. Article II of the Indenture is hereby amended by inserting at the end thereof a new Section 212 as follows:

"SECTION 212. Refunding Bonds. In addition to the Bonds authorized to be executed and delivered pursuant to the other provisions of this Article II, the County may, to the extent and under the conditions permitted by law, execute and deliver to the Trustee, and the Trustee shall thereupon authenticate and deliver

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