

the Company herein contained. Subsequent to the issuance of the bonds and prior to their payment in full, the County and the Company shall have no power to modify, alter, amend or terminate this Lease without the prior written consent of the Trustee and then only as provided in the Indenture.

16.03. Upon full payment of the bonds and all items of additional rent, including all fees and charges of the Trustee and Paying Agent, all references in this Lease to the bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the bonds shall thereafter have any rights hereunder or under the Trust Indenture. For purposes of this Lease, the bonds shall be deemed fully paid (a) if there is on deposit in the Bond Fund a total amount sufficient to pay the principal of all then outstanding bonds plus the interest due thereon until and at their respective maturities, or (b) if there have been irrevocably deposited in trust with the Trustee (i) monies sufficient to pay, redeem and retire all of the then outstanding bonds, in accordance with the provisions of the Indenture on the earliest practicable date on which by their terms they are subject to redemption, and (ii) evidence satisfactory to the Trustee that all redemption notices required by the Indenture have been duly given by the County or irrevocable powers authorizing the Trustee to give such redemption notices, or (c) when the Company has duly paid to the Trustee the amounts required by Section 3.01 hereof to be paid by the Company.

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