

ARTICLE V

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EFFECTIVE DATE OF THE AGREEMENT;
DURATION OF LEASE TERM; RENTAL PROVISIONS;
PAYMENTS IN LIEU OF TAXES AND
UNCONDITIONAL OBLIGATIONS OF LESSEE

SECTION 5.1. Effective Date of This Agreement; Duration of Lease Term. This Agreement shall become effective upon its delivery and the leasehold estate created by this Agreement shall then begin, and, subject to the provisions of this Agreement (including particularly Section 8.10, Articles X, XI and Sections 12.1 and 12.2), shall expire September 1, 2004.

SECTION 5.2. Delivery and Acceptance of Possession. The County agrees to deliver to the Lessee sole and exclusive possession of the Leased Land upon the execution and delivery of this Agreement and Lessee thereupon and thereafter shall have sole and exclusive possession of the Project during the Lease Term (subject to the right of the County and Trustee to enter thereon for inspection purposes and to the other provisions of Section 8.2 hereof).

SECTION 5.3. Rents and Other Amounts Payable. At least one day before March 1, 1980, and at least one day before each September 1 and March 1 thereafter until the principal of, premium, if any, and interest on the Series 1979 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Lessee shall pay to the Trustee as rent for the Project

(i) if such date is September 1, a sum equal to the amount payable on such date as principal (beginning September 1, 2000) and interest (beginning March 1, 1980) upon the Series 1979 Bonds and

(ii) if such date is March 1, a sum equal to the amount payable on such date as interest upon the Series 1979 Bonds, as provided in the Indenture.

In the event Additional Bonds shall be issued pursuant to Article II of the Indenture, each rental payment under this Section shall be sufficient to pay the total amount of interest or interest and principal (whether at maturity or by redemption or acceleration as provided in the Indenture) and premium, if any, payable on the next succeeding interest payment date for all Bonds then outstanding, and if on any interest payment date the balance in the Bond Fund is insufficient to make the required payments of principal (whether at maturity or by redemption or acceleration as provided in the Indenture) and premium, if any, and interest on such date, the Lessee shall forthwith pay any such deficiency.

Provided that any amount at any time held by the Trustee in the Bond Fund shall be credited against the next rental payment to the extent such amount is in excess of the amount required for payment of Bonds

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