

amended as follows:

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 Articles X, XI, and XII), shall expire, unless extended, December 1, 1981, or, if the Note has not been paid in full and retired, then such date as such payment shall have been made or provided for.

8. The first paragraph of Section 5.3 of Article V of the Lease Agreement shall be deleted in its entirety and the following paragraph shall be substituted in place thereof:

The Lessee shall pay to the Mortgagee for the account of the County (such payment to be made not later than 11:00 A.M. Mortgagee's local time, on the date such payment is due, in Federal or other funds immediately available at the time and place of such payments) as rent for the Project on March 1, June 1, September 1, and December 1 of each year, commencing March 1, 1981, a sum equal to the amount payable on such date as interest upon the Note and, on December 1, 1981, a sum equal to the amount payable on such date as principal on the Note.

9. Section 8.3 of Article VIII of the Lease Agreement shall be amended to read as follows:

SECTION 8.3 Lessee to Maintain its Corporate Existence,
Conditions under which Exceptions Permitted.

The Lessee agrees that during the Lease Term it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation, except as permitted by this Section 8.3. The Lessee agrees that, as long as the Note is outstanding, it will maintain its corporate existence, will not dissolve or otherwise dispose of all of substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations (other than a subsidiary) to consolidate with or merge into it; provided, however, that the Lessee may, without violating the agreement contained in this Section 8.3, consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it,

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