

ARTICLE XII

ADDITIONAL OBLIGATIONS OF LESSEE AND COUNTY

SECTION 12.1. OBLIGATION TO PURCHASE PROJECT. The Lessee hereby agrees to purchase, and the County hereby agrees to sell, the Project for one dollar, and any and all sums then due to the County under this Agreement, at the expiration or sooner termination of the Lease Term following the payment of the Note. At the closing of the foregoing purchase, the County will deliver to the Lessee the documents referred to in Section 11.4 hereof. The right to purchase granted in this Section shall be and remain prior and superior to the Mortgage and may be exercised whether or not the Lessee is in default hereunder provided that no such default will result in nonfulfillment of any condition to this right.

SECTION 12.2. LESSEE'S OBLIGATION TO PURCHASE PROJECT UNDER CERTAIN CIRCUMSTANCES. Should, by reason of any actual or claimed violation of any covenant set forth in Section 8.8(2) or Section 8.8(4) (whether through act of the Lessee or circumstances not under the Lessee's control or otherwise) the Internal Revenue Service of the United States Treasury Department determines that interest on the Note is subject to Federal Income Tax by reason of a violation (actual or claimed) of the capital expenditure limitation prescribed in Section 103(c) (6) (D) of the Internal Revenue Code of 1954, the Lessee agrees to purchase, in full discharge of all liability hereunder, the Project, within thirty days after such determination at a purchase price equal to the principal amount of

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