

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 full payment of the Bonds, or provision for payment thereof having been made, in accordance with the provisions of the Indenture. At the closing of the foregoing purchase, the County shall 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 Indenture 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.

(a) Should Lessee be unable to provide the certificate and opinion required by Section 8.9(3), or

(b) Should, subject to the proviso in the paragraph following (b) of this Section 12.2, by reason of any actual or claimed violation of any covenant set forth in Section 8.9(2) or Section 8.9(4) (whether through act of the Lessee or circumstances not under Lessee's control or otherwise) interest on the First Series Bonds be determined by:

- (i) the National Office of the Internal Revenue Service of the United States Treasury Department, or
- (ii) the District Director of Internal Revenue for the District in which the lessee files the statements required by the governing regulations referred to in Section 8.9(4) hereof, or
- (iii) any court of competent jurisdiction,

(such determination by (i), (ii), or (iii) being hereafter referred to in this Section 12.2 as the "official determination")

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