

towards payment of installments on the Note, in inverse order of maturity, and will secure from the Mortgagee a release from the lien of the Mortgage of such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it in this Section. No prepayment premium, as provided for in Section 9.4 hereof, shall be imposed for prepayment of any principal installment due under the Note resulting from the exercise of this option granted to it under this Section. In addition, the exercising of this option shall not entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 or the amounts payable under Section 5.4, and if such option relates to Leased Land on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utilities facilities to the extent necessary for the efficient operation of the Project.

SECTION 11.4 Option to Purchase Unimproved Land. If no event of default under this Lease shall have happened and then be continuing, the Lessee shall have, and is hereby granted, the option to purchase any part of the Leased Land on which neither the Building nor Leased Equipment is located, at its then fair market value, but in no event less than \$15,000.00 per acre, provided that it furnishes the County and the Mortgagee with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Land with respect to which such option is to be exercised; (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Land on a date stated, which shall not be less than forty-five (45) nor more than ninety (90) days from the date of such notice; (iii) a statement that

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