

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 (\$1.00) dollar, and any and all sums then due to the County under this Lease, at the expiration or sooner termination of the Lease Term following full payment of the Note. At the closing of the foregoing purchase, the County shall deliver to the Lessee the documents referred to in Section 11.5 hereof.

SECTION 12.2 Lessee's Obligation to Purchase Project Under Certain Circumstances. Should interest on the Note be determined by (i) the National Office of the Internal Revenue Service of the United States Treasury Department, or (ii) the District in which the noteholder files its income tax return, or (iii) any court of competent jurisdiction, to be subject to Federal Income Tax, the Lessee agrees that it will either: (1) 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 the Note outstanding, plus accrued interest to the purchase date and a premium computed in the manner prescribed in Section 12.3, plus any expenses of the purchase and the Mortgagee's fees and charges, but after the deduction of the amount, if any, then held by the Mortgagee for payment on the Note or (2) if agreeable with the Mortgagee, continue the term of this Lease, with all the duties, rights, and obligations owned hereunder, at a rental rate two time (2x) that provided for in Sections 5.3 and 5.4 of this Lease, such doubling of rents to be effective for each year, or fraction, between the date as of which interest on the

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