

will upon receipt of the purchase price deliver to the Lessee the following:

(a) If necessary, a release from the Assignee of the property with respect to which the option was exercised from all security interests.

(b) Documents conveying to the Lessee a good and marketable title to the property being purchased, as such property then exists, subject to the following:

(i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the County; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances other than the Assignment of Lease Agreement and this Agreement; and (v) the rights and title of any condemning authority.

Section 11.4. Rights to Exercise Certain Options. The options granted to the Lessee under Section 11.1 hereof may be exercised whether or not the Lessee is in default hereunder, provided that this Section 11.4 shall not relieve the Lessee of its obligations under Sections 11.1 and 12.1 hereof.

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