

and purposes of the parties as expressed in this Agreement,

(d) Interest on the Series 1980 Note shall have been declared taxable under the conditions prescribed in Section 12.2 hereof,

then in any of such events, the Lessee shall have the right to purchase, in full discharge of all liability hereunder, the Project within sixty days after such official determination at a purchase price equal to the sum of the following:

(1) An amount of money which, when added to the amount then held by the Mortgagee, will be sufficient to pay and retire the Series 1980 Note, including without limitation, principal and all interest to accrue to the date of such payment, plus

(2) An amount of money equal to the Mortgagee's reasonable fees and expenses under the Mortgage accrued and to accrue until such final payment of the Series 1980 Note, plus

(3) The sum of one dollar, and any and all other sums then due to the County under this Agreement, for the Project.

To exercise such option, the Lessee shall, within ninety days following the event authorizing the exercise of such option, give written notice to the County and to the Mortgagee, if the Series 1980 Note shall then be unpaid, and

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