

Note is (or is determined to be) taxable and the date the Lessee purchases the Project pursuant to Section 12.1 above; provided, however, that this alternative shall only be available if the Mortgagee is the sole holder of the Note at the time. The obligation of the Lessee under this Section shall survive any termination of the Lease Term; provided, that the Lessee may in good faith either through its own action to the extent permitted by law, or by or on behalf of one or more holders of the Note, contest, at Lessee's expense, any such determination, in which event, at Lessee's option, the performance of its obligations pursuant to the foregoing provisions of this Section as a result of that determination may be postponed until Lessee (either directly or indirectly) has been afforded a reasonable opportunity to pursue such contest, and if pursued, until such contest has been abandoned by the contesting party or has finally been determined by a court from which no further appeal exists, but in no event more than two (2) years from the date of the determination of taxability.

At the closing of any such purchase of the Project pursuant to this Section, the County shall deliver to the Lessee the documents referred to in Section 11.5. The purchase price shall be applied, together with other available moneys held by the Mortgagee, to the prepayment of the Note on the earliest possible date after notice as provided in the Note and the Mortgage, whether or not such date is an interest payment date, and to the payment of any premium required by Section 12.3.

SECTION 12.3 Computation of Additional Prepayment Premium. In the event the Lessee is required to purchase the Project by virtue of the provisions of Section 12.2, the total premium payable by the Lessee shall be the aggregate of the premiums on the Note outstanding on the