## OPTIONS IN FAVOR OF THE LESSEE

SECTION 11.1 Options to Terminate the Lease Term. The Lessee shall have, and is hereby granted, the following options to terminate the Lease Term:

- (a) At any time prior to full payment of the Note, the Lessee may terminate the Lease Term by paying to the Mortgagee an amount which will be sufficient to pay and retire the Note (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable prepayment date, as the case may be, expenses of prepayment, and Mortgagee's fees and expenses).
- (b) At any time after full payment of the Note and of any and all sums then due to the County and the Mortgagee under this Agreement, the Lessee may terminate the Lease Term by giving the County notice in writing of such termination and such termination shall forthwith become effective.

SECTION 11.2 Option to Purchase Project Prior to Payment of the Note. The Lessee shall have, and is hereby granted, the option to purchase the Project prior to the full payment of the Note if any of the events set forth in the following clauses shall have occurred:

- (a) The Building or the Leased Equipment shall have been damaged or destroyed (i) to such extent that it cannot be reasonably restored within a period of four (4) months to the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that the Lessee is thereby prevented from carrying on its normal operations at the Project for a period of four (4) months, or (iii) to such extent that the cost of restoration thereof would exceed by \$100,000 the sum of the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 6.4(a) and Section 6.4(b) hereof and the deductible amounts for which the Lessee is self-insured with respect to the Project to the extent permitted by this Agreement.
- (b) Title to, or temporary use of, all or substantially all the Project, or such part thereof as shall materially interfere, in Lessee's judgment, with the operation of the Project for the purpose for which the Project is designed, shall have been taken under the exercise of the power of eminent domain by any governmental body or by any person

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