a vila Trades 📻

ARTICLE XI

OPTIONS IN FAVOR OF LESSEE

section 11.1. Options to Terminate. The Lessee shall have, and is hereby granted, the following options to terminate the Lease Term and its obligations as Lessee hereunder:

- (a) At any time prior to full payment of the Notes, the Lessee may terminate this Agreement by prepaying or causing the prepayment of the Notes in accordance with its terms and the terms of the Note Ordinance and paying the reasonable expenses, if any, of the Mortgagees.
- (b) At any time after full payment of the Notes and of any and all sums then due to the County and the Mortgagees 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 Unimproved Land. If no event of default under this Agreement, the Mortgage, the Guarantee or the Notes shall have happened and be continuing, and if the Mortgagees shall consent thereto in writing, the Lessee shall have, and is hereby granted, the option to purchase any part of the Leased Land (except that on which the Building is located, but including that upon which transportation or utility facilities may be located), at any time and from time to time at and for a purchase price of \$7,800 per acre and provided that the Lessee furnishes the County and the Agent with the following:

- (a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Land with respect to which such option is to be exercised, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Land on a date stated, which shall not be less than forty-five nor more than ninety days from the date of such notice and (iii) a statement that the use to which the Lessee intends to devote such portion of the Leased Land will promote the continued industrial development of South Carolina.
- (b) A certificate of an Independent Engineer who is acceptable to the Agent, dated not more than ninety days prior to the date of the purchase