

ARTICLE III

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 Note, the Lessee may terminate this Agreement by paying to the Assignee an amount which will be sufficient to pay and retire the Note in accordance with its provisions and those of the Note Purchase Agreement (including, without limiting the generality of the foregoing, principal, interest to prepayment date and fees and expenses, if any, of the Assignee).

(b) At any time after full payment of the Note and of any and all sums then due to the County 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, provided that upon such payment the Lessee shall be obligated to repurchase the Project as provided in Section 12.1 hereof.

Section 11.2. Option to Purchase Unimproved Land. If no event of default under this Agreement shall have happened and be continuing, the Lessee shall have, and is hereby granted, the option to purchase any part of the leased land on which either the building nor any leased equipment is located, but upon which transmission or utility facilities may be located, at any time and from time to time at and for a purchase price equal to \$7,000 per acre provided that it furnishes the County 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

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