

the option granted to it under this Section, the Lessee shall not be entitled to any abatement or diminution of the rents payable under Section 5.3 or the amounts payable under Section 5.4, and if such option related to Leased Land on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project.

SECTION 11.4 Conveyance on Exercise of Option to Purchase. At the closing of any purchase pursuant to any option to purchase granted herein, the County shall, upon receipt of the purchase price, if any, deliver to the Lessee the following:

(a) If necessary, a release from the Mortgagee of the property with respect to which the option was exercised from the lien of the Mortgage.

(b) Documents conveying to the Lessee good and marketable title to the property being purchased as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the County; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Mortgage and this Lease; and (v) the rights and title of the condemning authority.

SECTION 11.5 Limitation of Liability of Lessee for Restoration

Upon Termination. In the event the Lessee shall terminate this Lease or purchase the Project pursuant to the provisions of Article XI or Article XII, and the Note (including principal, premium, if any,