

or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Lease, or unreasonable burdens or excessive liabilities shall have been imposed on the County or the Lessee with respect to the Project including, without limitation, federal, state, or other ad valorem, property, income, or other taxes not being imposed on the date of this Agreement.

(d) If changes in the availability of raw materials, operating supplies, energy sources or supplies, or facilities necessary for the operation of the Project, or any material portion thereof, shall have occurred or technological changes shall have occurred which the Lessee cannot reasonably overcome or control and which render the Project, or the operation of any material portion thereof, uneconomic.

To exercise such option, the Lessee shall, within ninety (90) days following the event authorizing the exercise of such option, give written notice to the County and to the Mortgagee if the Note shall then be unpaid, and shall specify therein the date of closing such purchase, which date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is mailed, and, in the case of a prepayment of the Note, shall make arrangements satisfactory to the Mortgagee for the giving of the required notice of prepayment. The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section shall be the sum of the following:

(1) An amount of money which will be sufficient to retire and prepay all the then outstanding Note on the earliest possible date after notice, whether or not such date is an interest payment date, including, without limitation, principal, all interest to accrue to said prepayment date, and prepayment expense, if any, plus

1122

4328 RV-2