

(2) An amount of money equal to the Mortgagee's fees and expenses accrued and to accrue until such final payment and prepayment of the Note, plus

(3) The sum of one (\$1.00) dollar, and any and all other sums then due to the County under this Lease for the Leased Land, Building, and Leased Equipment.

The Note provides that the Note may be called for prepayment at the principal amount thereof plus accrued interest to the prepayment date, without penalty or premium, in the event of the exercise by the Lessee of its option to purchase the Project, as provided in this Section 11.2. In the event of the exercise of the option granted in this Section, any Net Proceeds of insurance or condemnation shall be paid to the Lessee simultaneously with the conveyance prescribed by Section 11.4 hereof.

SECTION 11.3 Option to Purchase 2.97 Acres. If no event of default under this Lease shall have happened and then be continuing, the County hereby agrees that it will sell to the Lessee or its nominee, upon the receipt of written direction from the Lessee, all or any part of that portion of the Leased Land consisting of approximately 2.97 acres located in the northeastern portion of the tract, which is more particularly identified in Exhibit A to this Lease; provided, however, that the Lessee will only exercise this option in the event that it has successfully arranged for the sale of this property to a third party unrelated to the Lessee for its fair market value, but in no event at a purchase price of less than \$15,000.00 per acre. The purchase price payable to the County shall be the net proceeds resulting from such sale.

The County agrees that upon receipt of the proceeds of sale, the County will promptly deliver such money to the Mortgagee to be applied

E I S O

4328 RV-2