

Lessor and Lessee hereby elect and agree that Lessee shall be entitled to any investment tax or similar credit with respect to the Facilities and particularly the Leased Equipment now or hereafter authorized pursuant to the Internal Revenue Code of 1954, as amended, and Lessor agrees to take all reasonable action necessary to effectuate such election and agreement in order that Lessee will obtain the benefits of any such investment tax or similar credit.

Section 21.06. Granting of Easements. From time to time during the Term of this Lease the Lessee shall have the right to cause Lessor (i) to grant easements affecting the Leased Premises, (ii) to dedicate or convey, as required, portions of the Leased Premises for road, highway and other public purposes, and (iii) to execute petitions to have the Leased Premises or portions thereof annexed to any municipality or included within any utility, highway or other improvement or service district, provided that prior to the exercise of any of the powers granted by this Section 21.06: (a) the Lessee shall notify the Lessor in writing of the action to be taken, (b) the Lessee shall furnish the Lessor with an Authorized Representative's certificate certifying that the action to be taken will not either adversely affect the market value of the Leased Premises or the use of the Leased Premises in the Lessee's business, and (c) the Lessee shall furnish the Lessor an undertaking of Lessee to the effect that Lessee shall remain obligated under the terms of the Lease to the same extent as if the action being taken had not taken place and that Lessee shall, if necessary, restore and rebuild the premises to good condition and repair. Upon compliance with the provisions hereof the Lessor shall, to the extent necessary, execute and deliver all such documents as are necessary, to effectuate the intent of this Section 21.06.

Section 21.07. Title. In the event of any purchase of the Leased Premises or any portion thereof by Lessee pursuant to any provision of this Lease, Lessor shall convey merchantable title by a deed thereto to Lessee free and clear of the Indenture, but Lessor shall not otherwise be obligated to give or assign any better title to Lessee than existed on the first day of the Term. Lessee shall accept such title, subject, however, to (i) Permitted Encumbrances, (ii) any liens, encumbrances, charges, exceptions and restrictions not created or caused by Lessor, and (iii) any laws, regulations and ordinances. Although Lessor shall be obligated to convey title to the Leased Premises as aforesaid on the date of purchase upon receipt of the purchase price therefor, Lessor shall nevertheless have such additional time as is reasonably required by Lessor to deliver or cause to be delivered to Lessee all instruments and documents reasonably required by Lessee and necessary to remove from record or otherwise discharge any liens, encumbrances, charges or restrictions in order that Lessor may convey title as aforesaid.

Section 21.08. Charges Incident to Conveyance. Upon the date fixed for the purchase of the Leased Premises or any portion thereof by Lessee, Lessee shall tender the purchase price therefor to Lessor, and Lessor shall deliver a deed for the Leased Premises or such portion thereof to Lessee.