

mination as described above shall be conclusive even though it might be thereafter determined by Court order, ruling or otherwise that interest on the Series A Bonds was, in fact, not subject to Federal Income Taxes.

Section 21.02. Purchase Price in Certain Events.

If Lessee is required to purchase the remaining portion of the Leased Premises under the provisions of Section 11.02 (condemnation), is required to purchase or has an option to purchase the remainder of the Leased Premises under the provisions of Section 12.02 (casualty) or is required to purchase the Leased Premises under the provisions of Section 21.01 (change in circumstances), the purchase price for any such purchase shall be an amount equal to All Unpaid Installments of Rent.

Section 21.03. Option to Purchase.

Lessee shall have an option to purchase the Leased Premises at any time on or after July 1, 1983 for an amount equal to All Unpaid Installments of Rent plus the sum of \$100.00. Lessee shall deliver to Lessor at least 120 days before the proposed date of purchase a notice signed by an Authorized Representative of Lessee stating that the Lessee desires to exercise its option to purchase under the provisions of this Section 21.03. On the proposed date of purchase and upon payment of the purchase price in cash, Lessor shall convey the Leased Premises to Lessee subject and pursuant to this Article.

The options respectively granted to the Lessee in this Article except under Section 21.04 hereof shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that no such default will result in nonfulfillment of any condition to the right of the Lessee to obtain a conveyance of the Leased Premises by making the payments required hereunder.

Section 21.04. Purchase of Unimproved Land.

The Lessee shall have, and is hereby granted, the option to purchase any unimproved part of the Leased Premises at any time and from time to time at and for a purchase price equal to the then market value thereof provided that it furnishes the Lessor with the following:

- (a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Premises with respect to which such option is to be exercised, and (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Premises on a date stated, which shall not be less than 45 nor more than 90 days from the date of such notice;
- (b) A certificate of an Independent Engineer (as defined in the Indenture) who is acceptable to the Trustee, dated not more than 90 days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Premises with respect to which the option is exercised is not needed for the operation of