

Lessee shall pay all charges incident to any conveyance, including any escrow fees, recording fees, title insurance premiums and any applicable federal, state or local taxes and the like, including federal documentary and local taxes.

Section 21.09. Time of Payment of Purchase Price.

Notwithstanding any other provisions hereof, this Lease shall not terminate on the date on which Lessee shall purchase (whether or not any delay in the completion of such purchase shall be the fault of Lessor), nor shall Lessee's obligations hereunder cease until Lessee shall have paid the purchase price then payable for the Leased Premises or any portion thereof, without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as any Bonds of Lessor are outstanding and until Lessee shall have discharged or made provision satisfactory to Lessor for the discharge of, all of its obligations under this Lease, which obligations have arisen on or before the date for the purchase of the Leased Premises or any portion thereof, including the obligation to pay the Basic Rent due and payable on the date for the purchase of the Leased Premises or such portion thereof.

ARTICLE XXII

Assignment of Lessor's Interest

Section 22.01. Assignment of Lessor's Interest to Trustee. Lessee agrees that Lessor shall have the right to assign to the Trustee under the Indenture, all right, title and interest of Lessor under this Lease as further security for the obligations of Lessor under the Indenture. No such assignment shall release Lessor from any of its obligations under this Lease nor constitute an assumption of any such obligation by the assignee.

Section 22.02. Rights of Assignee. Lessee covenants and agrees that:

- (a) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto;
- (b) Lessee will pay all Basic Rent and other sums payable under this Lease to or upon the direction of the Trustee, without any set-off, deduction, abatement or diminution and will not seek to recover from the Trustee any moneys paid to the Trustee by virtue of such assignment;
- (c) no action, or failure to act on the part of Lessor shall adversely affect or limit any rights of the Trustee;
- (d) no amendment, modification, or termination of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee as provided in the Indenture;