

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 the Leased Premises for the purposes herein above stated, and (ii) the purchase will not impair the usefulness of the Facilities as a research center and will not destroy the means of ingress thereto and egress therefrom; and

- (c) An amount of money equal to the purchase price computed as provided in this Section.

The Lessor agrees that upon receipt of the notice, certificate and money required in this Section to be furnished to it by the Lessee, the Lessor will promptly deliver the same to the Trustee for deposit in the Bond Redemption Account. In the event the Lessee shall exercise the option granted to it under this Section the Lessee shall not be entitled to any abatement or diminution of the rents payable hereunder except as otherwise provided in Schedule C hereto, and if such option relates to Leased Premises on which transportation or utility facilities are located, the Lessor shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Leased Premises. On the proposed date of purchase and upon payment of the purchase price in cash, Lessor shall convey the portion herewith described to Lessee subject and pursuant to the provisions of this Article XXII.

Section 22.05. 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 22.06: (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 22.05.

Section 22.06. Title. In the event of any purchase of the Leased Premises or any portion thereof by Lessee pur-