

suant 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) any liens, encumbrances, charges, exceptions and restrictions not created or caused by Lessor, and (ii) 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 22.07. 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. 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 22.08. 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 Bond Indebtedness of Lessor is outstanding and unpaid, 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 XXIII

Assignment of Lessor's Interest

Section 23.01. 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.