

result of that determination may be postponed for six months from the date of Lessee's receipt of written notice regarding the earliest such determination. If such determination is reversed or withdrawn by competent authority within such six month period Lessee shall be relieved of such obligation to purchase.

The parties recognize that the Series A Bonds are being issued as tax exempt obligations by virtue of an election made under Section 103(c)(6)(D) of the Internal Revenue Code of 1954, and that circumstances (not now contemplated or anticipated) may hereafter result in a determination as described in subsection (a) above (which may be disputed) that interest on the Series A Bonds is no longer tax exempt. It is the intention of the parties hereto that the Lessee, in such event, shall provide each person who is a holder of a Series A Bond on the occasion as of which interest on the Series A Bonds becomes (or is determined to be) taxable, with the relief herein prescribed without regard to final outcome of any dispute, and such determination 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 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