

and from time to time at and for a purchase price equal to \$ 6,000---per acre 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 the Leased Premises for the purposes herein above stated, and (ii) the purchase will not impair the usefulness of the Facilities 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 XXI.

Section 21.05. Purchase of Leased Equipment - Investment Tax Credit. The Lessee hereby agrees to purchase, and the Lessor hereby agrees to sell, the Leased Equipment described on Schedule B hereto for one dollar at the expiration or sooner termination of the Original Term or any additional Term hereof following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The right to purchase granted in this Section 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 such default will not result in nonfulfillment of any condition of this right.