

the Leased Premises for the purposes hereinabove stated, and (ii) the purchase will not impair the usefulness of the Facilities as a warehousing and storage facility 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 Equipment - Investment Tax Credit. The Lessee hereby agrees to purchase, and the Lessor hereby agrees to sell, the 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 Bond Indebtedness 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.

Lessor and Lessee hereby elect and agree that Lessee shall be entitled to any investment tax or similar credit with respect to the Facilities and particularly the Equipment now or hereafter authorized pursuant to the Internal Revenue Code of 1954, as amended, and Lessor agrees to take all reasonable action necessary to effectuate such election and agreement in order that Lessee will obtain the benefits of any such investment tax or similar credit.

Section 21.06. 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 21.06: (a) the Lessee shall notify the Lessor in writing of the action to be taken, (b) the Lessee shall furnish the Lessor with an