

diction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.7 Amounts Remaining in Bond Fund.

It is agreed by the parties hereto that any amounts remaining in the Bond Fund upon expiration or sooner termination of the Lease Term, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees, charges and expenses of the Trustee and paying agents in accordance with the Indenture shall belong to and be paid to the Lessee by the Trustee as overpayment of rents.

Section 13.8 Amendments, Changes and Modifications.

This Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Trustee.

Section 13.9 Net Lease.

This Agreement shall be deemed and construed to be a "net lease," and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminution or set-off other than those herein expressly provided.

Section 13.10 Execution of Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.11 Law Governing Construction of Agreement.

This Agreement is prepared and entered into with the