

of the Mortgagees as the holders of a valid and enforceable first lien on each subject Property in the full amount of the sum of the Purchase Price and Construction Costs in respect of such Property specified in the certificate provided for in clause (a) above, free and clear of any mortgage, lien, pledge, encumbrance or charge except as permitted by the Mortgage.

(f) A certificate of occupancy or similar certificate relating to the improvements on each subject Property, if any such certificate is required.

(g) Tender by Lessee of all documents and such other action as are required under the Mortgage for the issuance of Additional Notes and as are required hereunder for the reimbursement of Construction Costs.

"Construction Costs" shall mean the aggregate of the costs reasonably and necessarily incurred and paid by Lessee in connection with additions and improvements permitted by, and effected in accordance with, Section 6.1 of this Lease and properly chargeable to property accounts in accordance with generally accepted accounting principles (but in no event including any operating, maintenance or start-up expenses) less an amount equal to the depreciation provision applicable to such additions and improvements between the date of completion in full thereof and the date of any certificate with respect to Construction Costs (such depreciation provision to be computed on a straight-line basis for the life of such construction, but in no event beyond the life claimed or to be claimed for Federal income tax purposes). Construction Costs may include the cost of building service equipment but shall not include the cost of anything not subject to the lien of the Mortgage.

On the Instalment Date next occurring after the expiration of 90 days after receipt of a request and accompanying documents complying with the provisions of this Section 6.2, Lessor will pay to Lessee an amount equal to the total of the Construction Costs determined in accordance with this Section 6.2 as of the date of such payment as shown by an Officers' Certificate dated the date of such payment and delivered to Lessor on the date of such payment; but such pay-

ment shall be made only if the following further conditions shall have been satisfied:

(i) Lessor shall have sold its Additional Notes, issued pursuant to and in compliance with the terms and conditions of Section 9.04 of the Mortgage, in an aggregate principal amount equal to the total of the Construction Costs to be reimbursed.

(ii) Lessor and the Mortgagee shall have entered into a supplemental mortgage in accordance with Section 9.04 of the Mortgage providing for the issuance of such Additional Notes.

(iii) Lessor and Lessee shall have executed and delivered an amendment to this Lease, which amendment shall, as of the date of such payment to Lessee and thereafter during the continuance of this Lease: (A) increase each payment of fixed rent to be made during the term of this Lease by an amount which shall make the fixed rent hereunder equal to the Instalment Payments provided for in the Mortgage, as supplemented by the aforesaid supplemental mortgage; (B) in the case of payment of Construction Costs in respect of a portion of any Property described in Schedule C hereto, eliminate said portion from such Schedule C; (C) make such other changes, if any, as shall be required by the Mortgage or said supplemental mortgage and ratify and confirm this Lease in all other respects.

(iv) Lessor, Lessee and Mortgagee shall have executed and delivered a supplement to the Assignment and such other documents as are specified in the Opinion of Counsel provided for in clause (v) below to make effective the Assignment as to this Lease as amended by the amendment provided for in clause (iii) above.

(v) Lessor shall have received an Opinion of Counsel for the Lessee dated the date of such payment, in form and substance satisfactory to Lessor, to the effect that Lessee has fulfilled all of the requirements of this Lease which must be fulfilled by Lessee in connection with such payment and in connection with any construction permitted by Section 6.1; that the amendment to this Lease referred to in clause (iii) above has been duly executed and delivered, pursuant to due authorization, by Lessee; that this Lease as amended by said amendment is a valid, legal and binding obligation of Lessee enforceable against Lessee