

document satisfactory in form and substance to Lessor that Lessor is to have no liability with respect to title, condition or any other matter arising out of or affecting such Property, (v) Lessee shall have paid all charges incident to the purchase and conveyance, including, without limitation, escrow fees, appraisal fees and expenses, recording fees, documentary stamps, costs, title insurance costs, surveys, and all applicable federal, state and local taxes and all fees and expenses (including counsel fees and expenses) of Lessee, Lessor and Mortgagee, it being the intent hereof that the Purchase Price be received by Lessor absolutely net of any charge, tax, offset, claim or encumbrance, (vi) in the case of purchase of a portion of any Property described in Schedule C hereto, receipt by Lessor of (a) a certified copy of a resolution of Lessee's Executive Committee pursuant to which Lessee shall have agreed that no future improvements shall be undertaken on such portion which would reduce the value of the remaining portion of such Property, (b) a survey of such Property, as of a date not more than 30 days prior to the closing date, made by a licensed surveyor showing exact dimensions of such Property remaining subject to this Lease and improvements thereon and showing that, as a result of the purchase, there will exist no material encroachments, rights of way or easements on such Property or any material encroachments by the buildings or other improvements included in such Property on adjoining property, and no other state of facts that would render title to such Property unmarketable, (c) a certificate of the President or a Vice President of the Company to the effect that the separation from such Property of the portion to be purchased will not have a material adverse effect on the operations then being conducted on the remaining portion of such Property and that the improvements located on such remaining portion can be operated as a viable economic unit, and (d) the certificate of a qualified appraiser making the determinations of Appraised Value provided for in Section 6.4, (vii) receipt by Lessor of a certified copy of a resolution of Lessee's Executive Committee that no financing of the construction on the Property to be purchased will be effected on terms more favorable to the participants in such financing than contained in the Additional Notes sought to be sold by Lessor in respect thereof pursuant to Section 6.2 hereof and Section 9.04 of the Mortgage, (viii)

Lessor and Lessee shall have entered into a certificate, accepted by the Mortgagee, showing the amount of fixed rent thereafter payable as provided in Section 3.2, (ix) Lessor and Lessee shall have entered into a certificate, accepted by the Mortgagee, showing in detail the calculation at the date of closing of the Purchase Price pursuant to Section 6.4, and (x) all transactions contemplated hereby and all documents in connection therewith shall conform to the provisions of this Lease and the Mortgage and all conditions pertinent to the transactions contemplated hereby which are specified in the Mortgage and this Lease shall have been satisfied.

So long as any Property or Properties, or an interest therein, shall be held by any person other than the Lessor, the provisions of Section 6.2 and this Section 6.3 shall be inapplicable in respect of any Property or Properties so held.

6.4. *Purchase Price of Property.* (A) The Purchase Price of any Property purchased by Lessee pursuant to this Lease (except Property covered by clauses (B) or (C) of this Section 6.4) shall be an amount equal to (i) the amount obtained by multiplying the unpaid principal amount of the Series A Notes outstanding under the Mortgage as of the date of purchase, by a fraction, the numerator of which shall be the Original Value of such Property and the denominator of which shall be the sum of the Original Values of all Properties then subject to the Lease plus (ii) the amount obtained by multiplying the unpaid principal amount of each series of Additional Notes issued on the basis of Construction Costs certified as to Properties including such Property, and outstanding under the Mortgage as of the date of purchase, by a fraction, the numerator of which shall be the Construction Costs incurred with respect to such Property in respect of which such series of Additional Notes have been issued under the Mortgage and the denominator of which shall be the sum of the Construction Costs incurred with respect to all Properties (including such Property) in respect of which such series of Additional Notes have been issued under the Mortgage and which are then subject to the Lease.

"Original Value" of any Property (except for substituted Property which is provided for in clause (C) of this Section 6.4) is the