

amount set forth with respect to such Property in Schedule B hereto. The Original Value of the remainder of any Property, diminished by a purchase of a portion thereof described in Schedule C hereto, shall be the Original Value of the entire Property diminished by an amount equal to the Original Value of the entire Property multiplied by a fraction, the numerator of which shall be the Appraised Value of the purchased portion and the denominator of which shall be the Appraised Value of the entire Property.

(B) In the case of purchase of a portion of Property described in Schedule C hereto, the Purchase Price shall be an amount equal to the Purchase Price of such Property as an entirety, determined as set forth above in clause (A), multiplied by a fraction, the numerator of which shall be the Appraised Value of such portion and the denominator of which shall be the Appraised Value of such Property as an entirety. "Appraised Value" shall be fair market value as of a date not more than 60 days prior to the date of purchase as determined by the certificate of a qualified appraiser.

(C) The Purchase Price of any Property substituted for an abandoned Property pursuant to Section 17.1 or of any Property substituted for a Leasehold Property pursuant to Section 17.3 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 the abandoned 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 the Properties including the abandoned 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 abandoned 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 in

respect of which such series of Additional Notes have been issued under the Mortgage and which are then subject to the Lease plus (iii) 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 substituted 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 substituted 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 in respect of which such series of Additional Notes have been issued under the Mortgage and which are then subject to the Lease. The Original Value of any substituted Property shall be the Original Value of the abandoned Property for which it was exchanged. So long as any series of Additional Notes shall be outstanding which were issued, in whole or in part, on the basis of Construction Costs certified as to a Property thereafter abandoned and purchased by the exchange of a substituted Property, such Construction Costs shall be imputed to the substituted Property. In computing the Purchase Price pursuant to this paragraph (C) of a Property substituted for a Leasehold Property, the words "abandoned Property" as used in this paragraph (C) shall be deemed to refer to the Leasehold Property for which such substitute Property was substituted.

6.5. *No Claims Against Lessor, etc.* Nothing contained in this Lease shall constitute any consent or request by Lessor or Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the premises, or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property, in such fashion as would permit the making of any claim against Lessor or Mortgagee in respect thereof.