

completed and (ii) the amount of such Reimbursable Expenses exceeds in the aggregate \$100,000. Each Lessee's Request shall be accompanied by (A) architects' drawings and specifications relating to the Additions with respect to which such request is made, (B) an Officer's Certificate setting forth in reasonable detail the amount and character of the Reimbursable Expenses with respect to which such Request is made and a description of such Additions, stating that the construction of such Additions has been completed in compliance with the requirements of this Article XXVIII, specifying the dates on which the construction of such Additions were commenced and completed, the date of acquisition of such contiguous land, if any, and stating that such Reimbursable Expenses are reimbursable in the amount requested under the terms of this Section 28.1. Not later than one hundred sixty days after the receipt of such Lessee's Request, such drawings and specifications and such certificate, Lessor agrees to pay to Lessee, on the date that the Additional Notes (defined below) are issued, an amount equal to such Reimbursable Expenses so certified, but only if the following further conditions shall have been fulfilled within one hundred sixty days after the receipt of such Lessee's Request:

- (i) Additional note or notes of Lessor (the Additional Notes), issued for the purpose of obtaining funds to make such payment to Lessee and fulfilling the terms and conditions of Section 2.2 of the Indenture shall have been sold by Lessor in accordance with the Indenture, the original principal amount of the Additional Notes shall have been not more than the amount of such Reimbursable Expenses and the proceeds of the sale of the Additional Notes actually received by Lessor shall have been not less than the amount of such Reimbursable Expenses;
- (ii) Lessor and Lessee shall have duly authorized, executed and delivered a supplement to this Lease, in form and substance satisfactory to

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