

forth and defined in the Lease) by an amount at least sufficient to pay, when due, such instalment payments on the Additional Notes issued with respect to such Property and to increase the purchase price payable by the Lessee upon a purchase of such Property pursuant to the Lease and the amount payable with respect to such Property pursuant to Article XXVIII of the Lease, in each case, by amounts at least sufficient to prepay in full the unpaid principal amount of the Additional Notes issued with respect to such Property and outstanding on the date for such purchase, together with accrued interest and any premium payable thereon, (iv) the aggregate principal amount of the Additional Notes issued on any date shall not be in excess of the costs and expenses actually incurred in connection with such Additions, as certified by the Lessee, and (v) the Trustee shall have received all documents and instruments required to be delivered pursuant to Article XXVIII of the Lease and all other documents and instruments delivered in connection with the issuance of such Additional Notes and as to compliance by the Company and the Lessee with the applicable provisions of the Note Agreements, this Indenture, the Lease, the Assignment and the Consent with respect to such Additions and such Additional Notes. Every person purchasing Additional Notes (the Purchasers) shall be an Institutional Investor and shall be required to make a representation to the Company that it is purchasing such Additional Notes for investment, such representation to be in such form as will enable counsel for the Trustee to deliver a favorable opinion as to all such Additional Notes with respect to the matters referred to in paragraph 6.6(g) of the Note Agreements to the same extent as