

holder of the notes issued under an Indenture, dated as of July 15, 1957, between Lessor and Bankers Trust Company as Trustee, a sum or sums per year sufficient to discharge in full Lessor's operating expenses, Lessor's expenses for legal and accounting fees, for the satisfaction of United States documentary stamp tax liability in connection with this Lease and related contracts, Lessor's expenses in connection with the issuance of any of its securities and Lessor's liability for taxes on its income and business, including Federal and State income and excess profits taxes and corporate franchise and local taxes, except payroll taxes; provided, however, that the amount Lessee agrees to lend on account of income and excess profits taxes shall be only such portion of such taxes as shall be attributable to income resulting from this Lease and related contracts.

The obligation of Lessee to pay the basic and additional rentals hereunder is and shall be deemed a separate, absolute, unconditional, independent covenant without any right of set-off for any reason whatsoever and shall not be abated, deferred or diminished on account of loss or destruction of, damage to, by an Act of God or enemy or otherwise, or restriction of the use or occupancy of any one or more of the Properties or portions thereof, or for any other cause. This Lease shall be deemed and construed to be a "net lease" and Lessor shall receive, except as otherwise expressly provided, all Basic Rent, all additional rent and all payments hereunder to be made by Lessee free from any charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature whatsoever, except as aforesaid.

3. *Assignment of Lessor's Interest.* Lessor may at any time and from time to time assign to any person, firm or corporation (herein called "Assignee"), by way of pledge or otherwise, any or all of the rights (in whole or in part) of Lessor under this Lease. The Assignee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Assignee had been a party hereto. No action or failure to act on the part of Lessor shall adversely affect or limit any rights of any Assignee. No assignment shall release Lessor from any of its obligations under this Lease or constitute an assumption of any such obligations on the part of any Assignee.

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