

39. Miscellaneous. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by Lessor and Lessee. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The table of contents and headings in this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of the respective states in which the Leased Properties are located.

ARTICLE XL

40. Memoranda of Lease. Lessor and Lessee shall, promptly upon the request of either, enter into memoranda of this Lease in form suitable for recording under the laws of the respective states in which the Leased Properties are located, in which reference to this Lease shall be made.

ARTICLE XLI

41. Limitation of Liability. Notwithstanding anything to the contrary contained in this lease, neither Lessor, its successors or assigns, nor any partner, participant, venturer, officer, director, stockholder, employee, principal (disclosed or undisclosed) or agent of Lessor, their respective successors or assigns, shall have any personal or corporate liability for the failure of Lessor, its successors or assigns as the case may be, to observe, fulfill or perform any of the agreements, covenants or conditions herein contained, or for damages for any breach arising out of or in connection with this Lease.

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