

Trust Company and Richard G. Pintard, as Trustees, of even date herewith, and all mortgages supplemental thereto, and any mortgage executed by Lessor in substitution thereof under which this Lease shall be assigned as collateral.

Mortgages and Mortgagees: The term "Mortgagee" shall mean Chemical Bank New York Trust Company, one of the parties of the second part to the Mortgage, and its successors in the trusts thereunder, but not the Individual Trustee or a co-trustee or separate trustee appointed pursuant to Section 5.06 of the Mortgage unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said Section, and only to the extent therein provided. The term "Mortgagees" shall mean the Trustee and the Individual Trustee.

Noteholders: As defined in Article XII of the Mortgage.

Notes: The 5.25% First Mortgage Notes (Series A) issued under the Mortgage and all other Notes thereafter issued under the Mortgage.

Officers' Certificate: A certificate executed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Lessee.

Opinion of Counsel: An opinion in writing signed by legal counsel (who may be of counsel to Lessor or Lessee) satisfactory to Mortgagee.

Original Value: As defined in Section 6.4.

Permitted Encumbrances: (a) The liens, covenants, agreements, state of facts, restrictions, exceptions, reservations, limitations, interests and other matters, if any, set forth immediately following the specific descriptions of the Properties in Schedule A hereto;

(b) Liens for taxes, assessments or governmental charges not due and delinquent;

(c) Liens for taxes, assessments or governmental charges already due, but the validity of which is being contested at the time in good faith as provided in Section 4.2, unless thereby in the Opinion of Counsel any of the Properties may be lost or forfeited;

(d) Undetermined or inchoate liens and charges incidental to construction or current operations which have not at the time been filed pursuant to law; and

(e) With respect to Sections 17.1 and 17.3, easements, restrictions, agreements, reservations and similar encumbrances which do not in the aggregate adversely affect the value of a Property from that as shown in the appraiser's certificate furnished pursuant to clause (1) of said Section 17.1 or which do not in the aggregate adversely affect the utility, structural integrity or the beneficial enjoyment of a Property for the use to which such Property is being put as shown by the aforesaid certificate;

(f) With respect to Sections of this Lease other than Sections 17.1 and 17.3, easements, restrictions, agreements, reservations and similar encumbrances which do not in the aggregate impair the value of a Property (value for which purposes being the then Purchase Price of such Property in accordance with Section 6.4) or adversely affect the utility, structural integrity or the beneficial enjoyment of a Property for the use to which such Property is then being put.

person: A corporation, an association, a partnership, an organization, a trust, a business, an individual or a government or political subdivision thereof or governmental agency.

premises: As defined in Article 1.

Property and Properties: As defined in Article 1.

Purchase Price: As defined in Section 6.4.

qualified appraiser: A person, firm or corporation who shall have been engaged for not less than ten (10) years in the business of appraising real estate, including retail store properties, in the area in which the Property to be appraised is located, duly licensed by all authorities having jurisdiction, a member of the American Institute of Real Estate Appraisers or a successor organization, and of recognized standing in the locality.

qualified architect or engineer: A person, firm or corporation, independent of the Lessee and Lessor, experienced in construction of the type in question, of recognized standing in the locality, and licensed by all public authorities having jurisdiction.

Supplemental Mortgage: The term "supplemental mortgage" shall mean any mortgage hereafter duly authorized and entered into in accordance with the provisions of Article IX of the Mortgage.

Taking: A taking of all or part of a Property, or any interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain.