

Final Cost to Lessor: shall mean an amount equal to the Cost to Lessor less the sum of \$200,000.00, such Final Cost to Lessor to be determined and to become effective for the purposes of this Lease, if, within six months from the date of the execution of this Lease the sum of \$200,000.00, the balance of the Purchase Price, is not disbursed by Lessor to Lessee pursuant to section 8 of that certain Purchase and Lease Agreement between Lessor and Lessee dated September 29, 1967.

Impositions: all taxes, assessments (including, without limitation, assessments for public improvements or benefits whether or not commenced or completed during the term of this Lease), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen), of every character (including all penalties or interest thereon) which at any time during or in respect of the term of this Lease may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Leased Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of the Leased Property or any part thereof, other than any franchise, capital stock or similar tax of Lessor, or any income or excess profits tax of Lessor determined on the basis of its general income or revenues.

Insurance Requirements: all terms and provisions of each insurance policy covering or applicable to the Leased Property or any part thereof, all requirements of the issuers of all such policies, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Leased Property or any part thereof or any use or condition of the Leased Property or any part thereof.

Legal Requirements: all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased

(Continued on next page)