

**Net Rent and Additional Rent:**

The term "net rent" shall mean the fixed net rent payable by the Tenant under the Lease.

The term "additional rent" shall mean all sums, other than fixed rents, and purchase option and Termination Value payments, payable by the Tenant under the Lease.

Default:

The term "Default" shall mean any event which would constitute an Event of Default if any requirement in connection therewith for the giving of notice, or the lapse of time, or the happening of any further condition, event or act, had been satisfied.

Event of Default:

The term "Event of Default" shall mean any event specified as such in Section 7.01 continued for the period of time, if any, therein designated.

Institutional Investor:

The term "Institutional Investor" shall mean any of the following persons existing under the laws of the United States or any state thereof: (i) any bank, savings institution, trust company or national banking association, acting for its own account or in a fiduciary capacity, (ii) any charitable foundation, (iii) any insurance company, (iv) any pension, retirement or profit sharing trust or fund for which any bank, trust company, national banking association, or investment adviser registered under the Investment Advisers Act of 1940, as amended, is acting as trustee or agent, (v) any investment company, as defined in the Investment Company Act of 1940, (vi) any college or university or (vii) any government, any public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds.

Lease:

The term "Lease" shall mean the Agreement of Lease dated as of December 10, 1970 between the Company as landlord and the Tenant as tenant with respect to leasing of the Properties.

Loan Value:

The term "loan value" of any Property shall mean as of any date an amount determined by multiplying the aggregate unpaid principal amount of Notes then outstanding by a fraction in which the numerator is the value of such Property (as set forth in Schedule A hereto) and the denominator is the aggregate value of all Properties (as set forth in Schedule A hereto) then subject to the lien of this Indenture.

Note or Notes; Outstanding:

The term "Note" shall mean any of, and the term "Notes" shall mean all of, the then outstanding Secured Notes and Supplementary Notes. The term "outstanding," when used with reference to Notes shall mean, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

- (a) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes for the payment or prepayment of which moneys in the necessary amount shall have been deposited in trust with the Trustee; provided, that if such Notes are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given as in Section 6.03(a) provided, or provision satisfactory to the Trustee shall have been made for giving such notice; and
- (c) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.06.