

Lessor or the Trustees (including all gross receipts or similar taxes payable in respect of the Basic Rent, Additional Rent, or any other sums payable hereunder, and sales and use taxes which may be levied or assessed against or be payable by Lessor or Lessee on account of the acquisition, leasing or use of the Leased Properties or any thereof or any part thereof), (b) this lease, the Leased Properties or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, the Leased Properties or any thereof or any part thereof. Nothing contained in this lease shall be construed to require Lessee to pay any capital levy, franchise, business, estate, inheritance, succession, transfer, income, excess profits or revenue tax of Lessor, except to the extent that such tax may be levied, assessed or imposed in lieu of or as a total or partial substitute for a tax upon the Leased Properties or any thereof or the Basic Rent, Additional Rent or other sums payable pursuant to this Lease, or any part of any thereof.

Indenture: The Indenture of Mortgage and Deed of Trust, dated as of July 23, 1973, from Lessor to the Trustees, as amended or modified from time to time, covering the Leased Properties. Individual Cost: The amount of the purchase price paid by Lessor for a particular Leased Property as specified in Schedule B.

Insurance Requirements: All terms of any insurance policy covering or applicable to the Leased Properties or any thereof, all requirements of the issuer of any such policy, and all codes, standard and recommended practices of the National Fire Protection Association or any other body exercising similar functions (but only to the extent such codes, standards or recommended practices have the force of law in the locale where a particular Leased Property is located) applicable to or affecting the Leased Properties or any thereof or any use or condition of the Leased Properties or any thereof.

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