

(ii) the right reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law to terminate such right, power, franchise, grant, license or permit, or to purchase, condemn or appropriate the Leased Premises;

(iii) any liens for taxes, assessments and other governmental charges and any liens of mechanics, materialmen and laborers for work or services performed or materials furnished in connection with the Leased Premises which are not due and payable or the amount or validity of which is being contested at the time by appropriate legal procedures which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Leased Premises or any part thereof to satisfy the same; provided, however, that Lessee shall have complied with the provisions of this Lease dealing with the contest of any such tax, assessment, other governmental charge or lien;

(iv) any encroachment, encumbrance, exception or violation set forth in the Title Policy No. J-92989 of Lawyers Title Insurance Company, dated September 28, 1977, insuring the Leased Premises delivered to the Trustee in connection with the issuance of the Bonds;

(v) the lien created by the Trust Indenture and any rights granted as provided therein;

(vi) this Lease; and

(vii) the Assignment.

(d) The term "Trade Fixtures" means (i) removable decor items and office equipment; (ii) building lettering, signs, sign posts and sign standards; (iii) unattached food and customer service equipment; and (iv) food and customer service equipment attached to the building by bolts and screws and/or by utility connections, including without limitation walk-in refrigerators and freezers, remote refrigeration systems, exhaust systems and hoods.

(e) The term "Trust Indenture" means the Indenture of Mortgage, Deed of Trust and Security Agreement dated as of

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