

of or interference with any use of the Leased Property or any part thereof, (c) any Taking of any part but less than all of the Leased Property, any governmental action not resulting in the Taking of any portion of the Leased Property but creating a right to compensation therefor or any taking or condemning by governmental authority of the Leased Property or any part thereof for temporary use or occupancy, (d) any eviction from any part but less than all of the Leased Property by title paramount or otherwise, (e) the invalidity or unenforceability of any provision hereof, or (f) any other occurrence which does not have the effect of terminating, in accordance with the expressed provisions hereof, the term of this Lease, and Lessee (to the extent permitted by law) waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Leased Property, or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Basic Rent, Service Rent or other additional rent, on account of any such occurrence. The agreements of the Lessee contained in this Section 5 are made, among other considerations, in the light of the warranty of title given to Lessor by Lessee by deeds to the Leased Property and the covenants of Lessee herein contained, but shall not be affected by any unenforceability of such warranties or covenants.

6. *Use of Leased Property.* Lessee may use the Leased Property for any lawful purpose.

7. *Alterations and Additions by Lessee.* Lessee at its expense may make alterations of and additions to the Leased Property or any part thereof, *provided* that the value of the Leased Property is not impaired.

8. *Removal by Lessee.* At any time prior to the termination of this Lease, provided that no Payment Default exists, Lessee may remove, free of any right or claim of Lessor, any facilities or equipment constituting a part of the Leased Property, in accordance with and subject to the following provisions, but not otherwise:

(a) Facilities and equipment may be so removed upon the substitution therefor by Lessee of like facilities or equipment of