

under the Mortgage, then in any such event Lessee, as additional rent, will pay promptly and take any action and incur any expense that may be necessary for the proper application of, sums of money sufficient fully to pay and discharge any of such taxes, assessments, expenses, indebtedness, obligations and liabilities and to eliminate or nullify the cause of any such attachment, claim, demand, lien, levy, order, charge, process, encumbrance, withholding or diminution, and to eliminate or prevent any delay, hindrance or obstacle to, or adverse effect on, the payment of the rentals when due and payable and in the use or application thereof by the Lessor or Mortgagee and the retention by the Noteholders of the Installment Payments under the Mortgage, and will indemnify the Mortgagees and the Noteholders against any liability, obligation, loss or claim arising from such application and retention. It is the intention of the parties hereto that the fixed rent payable under this Lease shall be received and enjoyed by the Mortgagees as an absolutely net sum, and that the Lessee shall pay all charges which diminish said sum or render the same inadequate as aforesaid, so that said fixed rent shall be received and enjoyed by the Mortgagees, and shall be available for application to the payment of principal and interest on the Notes, when due, without diminution to any extent and without delay or postponement for any reason, all without regard to whether or not the assignment by the Company of this Lease to the Mortgagees as Trustees under the Mortgage and pursuant to the Assignment shall have been perfected against all other persons, and whether or not the transfer of title to Lessor of the Properties shall have become valid and binding against all persons, and notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Lessor or any assignee of the Lessor or any action with respect to this Lease which may be taken by any trustee or receiver of the Lessor or such assignee or by a court in any such proceeding.

If each of the Properties were the subject of a separate lease and if any such diminution of fixed rent as is specified in the preceding paragraph occurring during the first fifteen years of the term of this Lease, would affect the fixed rent under all such leases and would require Lessee to pay in any year as additional rent under

this Section 12.6 more than \$100,000 (or \$50,000 in the event of such a diminution occurring after the first fifteen years of the term of this Lease) over and above all other sums required to be paid by Lessee pursuant to all other provisions of this Lease, then Lessee, in lieu of performance under the preceding paragraph, shall have the right to purchase all the Properties. If each of the Properties were the subject of a separate lease and such diminution of fixed rent as is specified in the preceding paragraph would affect a fixed rent under one or more, but less than all, such leases, then Lessee, in lieu of performance under the preceding paragraph, shall have the right to purchase the Property or Properties as to which such fixed rent would be diminished were they the subject of such separate leases, provided the diminution in question would require Lessee to pay in any year as additional rent under this Section 12.6 over and above all other sums required to be paid by Lessee pursuant to all other provisions of this Lease, an amount at least equal to the greater of \$25,000 or .25% of the Purchase Price of such Property or Properties (determined in accordance with Section 6.4 as of the Installment Date last preceding the date Lessee became obligated under this Section 12.6 in respect of such diminution). Lessee shall have the right to exercise the aforesaid right to purchase by giving notice in writing to Lessor within sixty days after Lessee becomes obligated under this Section 12.6 in respect of such a diminution. The closing of such purchase, and the termination of this Lease with respect to the Property or Properties so purchased shall take place on the Installment Date next occurring after the expiration of thirty days from the date of receipt by Lessor of such notice, upon payment by Lessee to Lessor of the Purchase Price for such Property or Properties determined in accordance with Section 6.4 and satisfaction of the conditions specified in clauses (i), (ii), (iii), (iv), (v), (vii), (ix) and (x) of Section 6.3 and subject to the further conditions that Lessor shall have received an Opinion of Counsel for the Lessee to the effect that the diminution in question is of a type which is covered by the provisions of this paragraph and that Lessor shall have received a certified copy of a resolution of Lessee's Executive Committee undertaking that Lessee will not, for a period of ten years after the date of such purchase,