

the case of taxes and other governmental charges. The Lessee's obligation to make such additional payments shall continue only so long as and to the extent the Lessee is required by law to pay the aforesaid amounts in lieu of taxes. Once having paid the amounts required by this Section 6.02(a) to be paid by it in lieu of taxes, the Lessee shall not be required to pay any such taxes for which a payment in lieu thereof has been made to the State or to any city, county, town, school district or other political unit, any other statute to the contrary notwithstanding. (b) Lessee further agrees, subject to Section 15.02, during the Term hereof, to pay and discharge as additional rent, punctually as and when the same shall become due and payable without penalty, all real estate taxes, personal property and income taxes, business and occupational taxes, occupational license taxes, water charges, sewage charges, assessments (including, but not limited to, assessments for public improvements or benefits) and all other governmental taxes, impositions and charges of every kind and nature, extraordinary or ordinary, general or special, unforeseen or foreseen, whether similar or dissimilar to any of the foregoing, which at any time during the Term shall be or become due and payable by Lessor or Lessee and which shall be levied, assessed or imposed:

- (i) upon, or which shall be or become liens upon, the Leased Premises or any portion thereof or any interest of Lessor or Lessee therein or under this Lease or upon the rents payable hereunder;
- (ii) upon or with respect to the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Leased Premises or any portion thereof; or
- (iii) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the Leased Premises;

under and by virtue of any present or future law, statute, ordinance, regulation or other requirement of any governmental authority, whether federal, state, county, city, municipal or otherwise; provided, however, that Lessee shall have no liability with respect to payment of any taxes, impositions or charges imposed upon Lessor's income for any period during which no Bond Indebtedness of Lessor is outstanding. It is the intention of the parties hereto that, insofar as the same may be lawfully done, Lessor shall be free from all costs, expenses and obligations and all such taxes, water charges, sewer charges, assessments and all such other governmental impositions and charges, and that this Lease shall yield net to Lessor not less than the Basic Rent reserved hereunder throughout the Original Term. In no event shall Lessee pay any costs, expenses, obligations, taxes or impositions incurred by the Lessor as a consequence of any Project (as defined in the Act) or any other activity other than the Leased Premises undertaken by the Lessor hereunder and under the Indenture. Lessor covenants and agrees that it will not engage in any activities or take any action which might result in the income of the Lessor becoming taxable to it.