

- (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.

Section 6.04. Lessee Subrogated to the Lessor's Rights.
To the extent of any payments (except the payments in lieu of taxes made by Lessee pursuant to Section 6.02 hereof) of additional rent by Lessee under Section 6.01 or 6.03, Lessee shall be subrogated to the Lessor's rights in respect to the proceedings or matter which resulted in the payment of additional rent pursuant to Sections 6.01 and 6.03 and any recovery by the Lessor or release to the Lessor of moneys in such proceedings or matter shall be used to reimburse Lessee for the amount of such additional rent so paid by Lessee, provided always that the Basic Rent is paid in the manner and at the times herein set forth.

Section 6.05. Utility Services. Lessee agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services, used, rendered or supplied to, upon or in connection with the Leased Premises.

Section 6.06. Fees and Expenses of Trustee and Lessor.
Lessee agrees to pay to the Trustee until the principal of, premium, if any, and interest on the Bonds shall have been fully paid (i) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as Trustee, rendered and its ordinary expenses, as Trustee, incurred under the Indenture