as and when the same becomes due but in no event to exceed the then current fee schedule per annum, (ii) reasonable fees and then current fee schedule per annum, (ii) reasonable fees and charges of the Trustee, as Bond Registrar and paying agent, and any other paying agents on the Bonds for acting as paying agents as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for the necessary extraordinary services rendered by it and the extraordinary expenses incurred by it under the Indenture, as and wher the same become due; provided, that Lessee may, without creating a default hereunder, contest in good faith the necessity for such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

Lessee also agrees to pay as additional rent the reasonable expenses of the Lessor which are incurred with the prior written approval of the Lessee in connection with administering the Leased Premises.

Section 6.07. Lessee to Furnish Proof of Payment of Taxes, Etc. Lessee covenants to furnish to Lessor, promptly upon request, proof of the payment of any tax, assessment, and other governmental or similar charge, and any utility charge, which is payable by Lessee as provided in this Article.

Section 6.08. Proration. Upon expiration or earlier termination of this Lease (except for the termination hereof pursuant to the provisions of Article XVI) real estate taxes, assessments and other charges which shall be levied, assessed or become due upon the Leased Premises or any part thereof shall be proveded to the date of such expiration or earlier shall be prorated to the date of such expiration or earlier termination.

ARTICLE VII

Liens

Section 7.01. Permitted Liens. Subject to Sections 14.01 and 15.02, Lessee will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge (other than Permitted Encumbrances) upon the Leased Premises or any part thereof or upon Lessee's leasehold interest therein provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof shall not constitute a violation of this Section 7.01 if payment is not yet due and payable under the contract in question.

ARTICLE VIII

Indemnification and Non-Liability of Lessor

Section 8.01. General. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save Lessor and the Trustee harmless, against and from, any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Premises or the occupancy or use thereof. Lessee also covenants and agrees, at its expense, to pay, and to indemnify

-14-(continued on next page)