

if any, by a fraction, the numerator of which shall be the Property Cost of the Leased Premises as set forth in paragraph 9 of this Lease and the denominator of which shall be the aggregate Property Cost of all Leased Premises covered by Leases between Lessor and Lessee that are subject to the lien of the Trust Indenture at the time of such determination. Any such prepayment shall be credited against future payments of Basic Rent in the inverse order of their due dates so that the first such prepayment shall be credited against the Basic Rent due on February 1, 1998, and so on. The term of this Lease shall be reduced to the extent that any installment of Basic Rent shall have been prepaid in full.

(e) Notwithstanding anything to the contrary in this Lease contained, each payment of Basic Rent payable on any Basic Rent Payment Date under this Lease, together with (i) the basic rent then payable under the other leases executed between Lessor and Lessee and subjected to the lien of the Trust Indenture and (ii) all other payments of Basic Rent paid under this Lease and basic rent paid under such other leases and not yet applied by the Trustee to payment of the Bonds, shall be sufficient to pay the principal and interest due under the Bonds (whether by acceleration or otherwise) on the Bond Payment Date (as defined in the Trust Indenture) occurring on or next succeeding such Basic Rent Payment Date. The obligation of Lessee to make payments of Basic Rent hereunder does not constitute or create a guaranty by Lessee of any of Lessor's obligations under the Bonds and shall not be so construed or interpreted.

7. Net Lease; Nonterminability. (a) This is a net lease and the Basic Rent, Additional Rent and all other sums payable hereunder by Lessee, whether as the purchase price for the Leased Premises or otherwise, shall be paid without notice or demand, and without set-off, counterclaim, abatement, suspension, deduction or defense, deferment or diminution of any kind. Lessee shall be entitled to all depreciation and any investment tax credit relating to the Leased Premises for federal income tax purposes.

(b) This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease (except as otherwise expressly provided in this Lease), nor shall Lessee be entitled to any abatement or reduction of rent hereunder (except as otherwise expressly provided in this Lease), nor shall the obligations of Lessee under this Lease be affected, by reason of (i) any damage to or the destruction of all or any part of the Leased Premises from whatever cause, (ii) the taking of the Leased Premises or any portion thereof by

0263

4328 RV-2