

other indebtedness of the Lessor, or their respective successors or assigns, because of any such breach or default on the part of the Lessor under this Lease or any other agreement to which Lessee or Lessor may be parties.

8. Taxes and Assessments; Compliance with Law. (a) Lessee shall pay, when due: (i) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, or have been, at any time, imposed or levied upon or assessed against (A) the Leased Premises or any part thereof, (B) any Basic Rent, any Additional Rent reserved or payable hereunder or any other sums payable by Lessee hereunder and (C) this Lease or the leasehold estate hereby created or which arise in respect of the occupancy, use, operation or possession of the Leased Premises, (ii) any gross receipts or similar taxes imposed or levied upon, assessed against or measured by the Basic Rent, Additional Rent or any other sums payable by Lessee hereunder, (iii) all sales, gross receipts and use taxes which may be levied or assessed against or payable by Lessor or Lessee on account of the acquisition, leasing or use of the Leased Premises, or any part thereof, (iv) all charges for water, gas, light, heat, telephone, electricity, power and other utility and communication services rendered or used on or about the Leased Premises and (v) all other moneys not paid herein by Lessee which Lessor shall be obligated to pay pursuant to Section 4.10 of the Trust Indenture. Nothing in this Lease shall require payment by Lessee of any income or excess profits tax or similar tax (other than any gross receipts or similar taxes imposed on or levied upon, assessed against or measured by the Basic Rent, Additional Rent or any other sums payable by Lessee hereunder) determined on the basis of income or revenue of any person or entity other than Lessor, Lessee and any person directly or indirectly controlling Lessor or Lessee, unless such tax is in lieu of or a substitute (in whole or in part) for another tax or assessment upon or against the Leased Premises, which, if such other tax or assessment were in effect, would be payable by Lessor or Lessee. In addition, Lessee will pay to Lessor all funds necessary to pay, satisfy and discharge, when and as the same shall become due and payable, all