

in any manner without the prior written consent of said Assignee and any such modification of this Lease or any prepayment of rent or any surrender, termination (except by lapse of time in accordance with the terms hereof) or cancellation of this Lease or any eviction of Lessee or any waiver or consent hereunder without the prior written consent of such Assignee shall be utterly void and of no effect as against such Assignee, and no failure of Lessor to observe or perform any term, condition or agreement under this Lease shall relieve Lessee of any of its obligations hereunder in any respect, and any right of setoff, counterclaim, recoupment or defense in favor of Lessee against Lessor or such Assignee for any cause whatsoever shall be utterly void and of no effect as against such Assignee. The provisions contained in this Section 38 are made for the benefit and security of the Assignee and the holders of any bonds, notes or other obligations secured by any assignment to such Assignee. All rights and interests of any such Assignee shall be terminated upon the termination of such assignment in the manner specified in the instrument effecting such assignment.

39. *Certain Additional Definitions.* As used in this Lease the following terms have the following respective meanings:

*Assignee:* any one or more persons, firms or corporations acting as trustees, co-trustees or separate trustees or the successors of any of them under any indenture, deed of trust or mortgage (or any supplement thereto) securing any bonds, notes or other obligations of Lessor to which at any time this Lease, any interest of the Lessor herein, any rents or other amounts payable hereunder shall have been assigned, or any of the Leased Property shall have been conveyed, by way of pledge or mortgage or otherwise as security for such bonds, notes or other obligations.

*Default:* a failure on the part of any Lessee to perform or comply with any of the terms or conditions contained in this Lease, whether or not such failure shall constitute an Event of Default.

*Impositions:* all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees and other charges, in each case