

whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time prior to, during or in respect of the term hereof may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Leased Property or any part thereof, the appurtenances thereto or the sidewalks, streets or vaults adjacent thereto, or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of the Leased Property or any part thereof, or such franchises, licenses or permits as may be appurtenant to the use of the Leased Property or any part thereof. The term "Impositions" shall include all taxes payable out of or based on the gross receipt of rents or any part thereof payable hereunder and, if the present method of taxation with respect to the Leased Property or any part thereof shall be so changed that there shall be substituted for the whole or any part of such taxation a capital levy or tax or other tax imposed on rents received by Lessee or on the rents reserved herein, or any part thereof, then such capital levy or tax and such other taxes, to the extent that they are so imposed, shall be included in the term "Impositions" to the extent that the same would be payable if the Leased Property were the only property of the Lessor subject thereto, but there shall be excluded from the meaning of the term "Impositions" any franchise, capital stock or similar tax of Lessor and any income or excess profits tax of Lessor determined on the basis of its net income.

*Legal Requirements:* all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased Property or any part thereof, or any use or condition of the Leased Property or any part thereof.

*Payment Default:* a default in the payment of any Basic Rent, Service Rent or other amount payable hereunder by Lessee to Lessor.

*Taking:* a taking during the term hereof of the fee of all or part of the Leased Property as the result of the exercise of the right of condemnation or eminent domain.

*Unavoidable Delays:* delays due to strikes, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoid-