

such Indebtedness was created (other than any such Indebtedness which (i) is renewable pursuant to the terms thereof in such manner that it may become payable more than one year from the date of the creation of such Indebtedness or (ii) is renewable pursuant to the terms of a revolving credit or similar agreement effective for more than one year from the date of the creation of such Indebtedness) and all other items which in accordance with generally accepted accounting principles would be included on a balance sheet as current liabilities.

(c) The terms "Current Assets" and "Consolidated Current Assets" with respect to any corporation and its Subsidiaries, shall include, as of the date of determination thereof and in the case of Consolidated Current Assets, after eliminating intercompany items, all assets which in accordance with generally accepted accounting principles would be included on a balance sheet as current assets.

(d) The term "Consolidated Net Worth", with respect to any corporation and its Subsidiaries, shall mean the sum of amounts appearing on a balance sheet prepared in accordance with generally accepted accounting principles as (1) the par or stated value of all outstanding capital stock, and (2) capital, paid-in and earned surplus, less the sum of (a) any deficit in any surplus or capital account, (b) any amounts at which patents and patent rights, trademarks, trade names and copyrights appear on the asset side of such balance sheet, and (c) any amounts at which shares of the capital stock of such corporation appear on the asset side of such balance sheet.

Section 24.05. Recording and Filing. This Lease and every supplement, assignment and modification hereof shall be recorded in such public office or offices as may be at the time provided by law as the proper place for the recordation of a deed conveying the Leased Premises. This Lease as originally executed shall be so recorded prior to the recordation of the Indenture.

Section 24.06. Waiver of Statutory Rights. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate (i) the Basic Rent and other amounts herein reserved or (ii) the continuing in occupancy of Lessee or any sublessees, transferees, or assignees of Lessee's interest in the Leased Premises beyond the dates of termination of their respective leases, or otherwise.

Section 24.07. Non-Waiver by Lessor. No failure by Lessor or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of the Basic Rent, in full or in part, during the continuance of such breach, shall constitute a waiver of such breach or of such term. No waiver of any breach, shall affect or alter this Lease or constitute a waiver of a then existing or subsequent breach.