

VAULT SPACE

Art. 24. The Tenant agrees during the term of this lease to pay within sixty (60) days after the same become due and payable any and all fees, taxes, rentals or charges which may be charged, assessed, levied or imposed for the privilege of constructing or maintaining vaults or other areas under the streets, sidewalks, alleys or passageways adjoining the demised premises. The Tenant agrees that it will at its own expense comply with all requirements of the Municipal Corporation or any department or bureau thereof having jurisdiction thereover with respect to the construction, repair, maintenance or elimination of said vaults or other areas under the streets, sidewalks, alleys or passageways adjoining the demised premises.

Anything in this Article to the contrary notwithstanding, the Landlord agrees that the Tenant shall have the right to contest the amount or legality of any of the aforesaid fees, taxes, rentals or charges and if such contest is instituted, the time within which the Tenant shall be required to pay the same shall be extended to thirty (30) days after such contest shall have been finally determined or until the date when the nonpayment of such fees, taxes, rentals or charges might result in the sale or conveyance of the demised premises or the imposition of a fine or penalty on the Landlord or the entry of a judgment against the Landlord by reason of such nonpayment, whichever date is earlier. The Tenant agrees that it will notify the Landlord promptly of the institution of such contest and that it will prosecute the same with due diligence and that it will within thirty (30) days after the final determination thereof (or earlier if required to prevent the sale of the demised premises or the imposition of a fine or penalty on or the entry of a judgment against the Landlord by reason of the nonpayment thereof as hereinabove provided) pay the amount of any such fees, taxes, rentals or charges as so determined, together with any interest and penalties, cost and charges which may be payable in connection therewith.

REVOCAION OF LICENSES, ETC.

Art. 25. The Tenant agrees that no permanent or temporary revocation or modification of any license, permit, privilege or right to occupy or use or maintain any vault or area under any street, sidewalk, alley or passageway adjoining the demised premises or any permanent or temporary deprivation of any right of way, right, privilege or easement appurtenant to the demised premises shall operate as or be deemed an eviction of the Tenant or in any way terminate, suspend, abate or impair the obligation of the Tenant to pay the full rental or its obligation to comply with and perform all the covenants herein contained on the part of the Tenant to be complied with and performed.

QUIET POSSESSION

Art. 26. The Landlord covenants that the Tenant upon paying the rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised premises and all appurtenances during the full term of this lease and any extension thereof free from interference by the Landlord. The Tenant accepts the demised premises and the title to the same as satisfactory to it.

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