

paid to the Landlord upon demand. If, however, the Tenant, in good faith, shall desire to contest any laws, rules, orders, ordinances or regulations of the Federal, State and City or other competent authority requiring repairs, alterations or changes in the said premises or in any building at any time situated thereon, Tenant shall notify Landlord in writing of its intention to contest same, and it shall not be required to make such repairs, alterations, or changes, so long as it shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate proceedings, and pending any such proceedings the Landlord shall not have the right to comply with any such laws, rules, orders, ordinances and regulations so contested, and any such delay of the Tenant in complying with any such laws, rules, orders, ordinances and regulations until final determination of such disputed matter shall not be deemed a default in the conditions of this lease; and Landlord hereby appoints Tenant Landlord's agent and attorney-in-fact, with full power and authority, in its own name and/or in the name of the Landlord, to contest any such laws, rules, orders, ordinances or regulations which Tenant shall, in good faith, desire to contest, and further agrees to execute such instruments, and give Tenant such assistance in connection with such contest as shall be necessary, reasonable and proper, all at the sole expense of the Tenant.

TAXES. As a part of the consideration of this lease, and in addition to the cash rental hereinbefore provided, the Tenant covenants and agrees to pay all real estate taxes, and to make all payments on account of assessments against the demised premises for local improvements, which are levied or assessed against the demised premises and which become payable during the term hereof, when they shall respectively become due and payable to the end that the Landlord shall receive the cash rent herein specified free and clear of all real estate taxes, and payments on account of such assessments which become payable during the term hereof and any extensions thereof, provided, however, that Tenant shall pay only its prorata share of said real estate taxes and assessments which become payable during the years in which the term of the within lease begins and ends, and provided,

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