

to such interest of the Lessee) and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease shall be paid to Lessee, and *provided, further*, that upon any such transfer, the grantee or transferee shall expressly assume and agree to be bound by, subject to the limitations of this Article, all of the terms, covenants and conditions in this Lease contained, to be performed on the part of Lessor, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect of their respective successive periods of ownership of the Lessor's interest in this Lease. Anything in this Lease to the contrary notwithstanding, no transfer of the Lessor's interest in this Lease shall relieve Lessee of any obligation or liability under this Lease to Lessor or Mortgagee.

#### ARTICLE 22

##### Lessee's Permits

Lessor agrees that it will cooperate with Lessee in securing from any public authority any permits or licenses which may be required by Lessee for the conduct and operation of its business, or for the proper use of the premises, *provided* that if Lessor shall incur any costs, expenses, or penalties thereby, Lessee shall reimburse Lessor therefor.

#### ARTICLE 23

##### Quiet Enjoyment

Lessee, upon paying the fixed rent and all additional rent and other charges herein provided for and performing and complying with all other terms of this Lease on its part to be performed or complied with, shall enjoy the premises during the term of this Lease free from any interference by Lessor and each person, firm, corpora-

tion or other entity to which any part of Lessor's interest under this Lease, or any rents or other rights of Lessor under this Lease, may at any time have been assigned, conditionally or otherwise, subject, however, to all the provisions of this Lease.

#### ARTICLE 24

##### Notices

All notices which may be given under this Lease by Lessor to Lessee shall be deemed to be properly given only if delivered or if sent by United States registered or certified mail to Lessee attention of its President at the address of Lessee hereinabove stated, or at such other address as Lessee shall have furnished to Lessor in writing. All notices which may be given under this Lease by Lessee to Lessor shall be deemed to be properly given only if delivered or if sent by United States registered or certified mail to Lessor at the address of Lessor hereinabove stated attention of its President and if a copy is also sent by United States registered or certified mail to Chemical Bank New York Trust Company as Trustee, at 20 Pine Street, New York, N. Y., or at such other address as Lessor or the Mortgagee shall have furnished to Lessee in writing. If so given, the date of depositing the notice in the United States mails shall be the date upon which such notice shall be deemed to have been given.

#### ARTICLE 25

##### Estoppel Certificates

Lessee will, at any time and from time to time, upon not less than 10 days' prior request by Lessor, execute, acknowledge and deliver to Lessor a statement in writing, executed by the President or any Vice President of Lessee, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting