

ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity of the application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

**SECTION 9. Covenant Against Liens:** If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Demised Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

**SECTION 10. Access to Premises:** Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times and after written notice in advance of each such entry to Tenant to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the latter case only during the last six (6) months of the term of this lease. Landlord shall be permitted to affix a "To Let" or "For Sale" sign on the Demised Premises during the last ninety (90) days of the term of this lease in such place as shall not interfere with the business then being conducted at the Demised Premises.

**SECTION 11. Subletting:** Tenant may sublease (in whole or in part or parts), mortgage or otherwise encumber this lease (in whole or in part or parts) or any sublease of all or any part of the Demised Premises and may permit its subtenant or subtenants to sublease (in whole or in part or parts), mortgage or otherwise encumber the leasehold estate or any sublease of all or any part of the Demised Premises, without requiring Landlord's consent therefor. Tenant may not assign (in whole or in part or parts) this lease except pursuant to the provisions of Section 33 hereafter, nor may Tenant sublease all or any portion of the Demised Premises for a term extending beyond the termination date of this Indenture of Lease except in accordance with the provisions of Section 7(e) hereof. Notwithstanding anything contained above to the contrary, this lease may be freely assigned without Landlord's consent upon foreclosure of any mortgage or upon assignment in lieu thereof and in the event any Mortgagee of Tenant acquires the leasehold interest of Tenant hereunder, or in the event that someone other than any such Mortgagee purchases such leasehold estate of Tenant at a foreclosure sale, such Mortgagee or purchaser and any successors and assigns of such Mortgagee or purchaser and any assignees of such leasehold estate or any portion thereof after the date of any such acquisition by any such Mortgagee or purchaser may freely assign such leasehold interest or any portion thereof pursuant to the provisions of Section 21 (e) hereof.

**SECTION 12. Signs:** Tenant and Tenant's subtenants shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as Tenant may desire, and Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this Section 12, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent.

**SECTION 13. Indemnify:** (a) Subject to the provisions of Paragraph 24 of that certain Lease Agreement, of even date herewith, between Tenant as "Lessor" and Landlord as "Lessee", Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage,

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