

may be made thereon, as herein stated and provided; and also, at its cost and expense, shall promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters or of any similarly constituted body, and will use no part of said premises in a manner so as to create a nuisance, and will use no part of said premises for any unlawful purpose. Upon failure to so comply with any of the foregoing requirements, the Landlord may, at Landlord's option, after thirty (30) days' written notice to Tenant of Landlord's intention so to do, comply with the same for and on account of the Tenant, and the cost of such compliance shall be 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 the 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

continued on next page