

~~(b) the landlord under the Overlease makes a demand upon the Landlord to pay such increase or threatens or brings any action to terminate the Overlease by reason of such increase, and~~

(c) the Landlord acting in good faith deems it necessary to negotiate with the landlord under the Overlease to amend the Overlease to pay such increase,

to pay to the Landlord upon demand the amount of such increase paid by Landlord upon receipt of proof by Tenant of such payment by Landlord.

#### PAYMENTS ATTRIBUTABLE TO MAINTENANCE OF COMMON FACILITIES DELETE

~~Art. 31. Tenant agrees to pay to the Landlord, in addition to all other payments herein provided for, the annual sum of~~

(a) \$ during the term hereof to and including  
, and thereafter

(b) \$ during any extension of the term hereof,

in equal monthly installments on the first day of each and every month for the current calendar month. The aforesaid annual sum shall be attributable to charges allocable to the demised premises for maintaining the Common Facilities and shall be paid by Tenant to Landlord whether or not such charges are, or may become, payable by Landlord as tenant under the Overlease.

#### TENANT'S PERSONAL PROPERTY TAX

Art. 32. Tenant shall pay, before delinquency, all property taxes and assessments on the furniture, fixtures, equipment and other property of the Tenant at any time situated or installed in the demised premises and on any leasehold improvements made to the demised premises by Tenant. If any of the foregoing is assessed as part of the real property of which the demised premises are a part, Tenant shall pay to Landlord upon demand the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the local assessing authority as to any amounts so assessed shall be conclusive.

#### OPTIONS FOR EXTENDED TERM DELETE

~~Art. 33. Landlord agrees that provided~~

- (a) the Tenant is in occupation of the demised premises and doing business therein
- (b) the Tenant is not in default under the provisions of this lease

at the time of giving of each notice to extend the term of this lease as hereinafter provided, the Tenant shall have and is hereby granted successive options to extend the term of this lease for years on each such option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as so extended and all the terms, covenants and provisions of this lease shall apply to each such extended term with the exception, however, that the Tenant shall not have any further option to again extend the term of this lease following the exercise, if any, of the option to extend. If the Tenant shall elect to exercise the aforesaid options, it shall do so by giving to the Landlord notice in writing of its intention to do so not earlier than 455 days nor later than 365 days prior to the date Landlord's like option to extend the term of the Overlease expires.