

notice set the time for closing which shall not be less than twenty (20) nor more than thirty (30) days after the notice of such condemnation or taking is given to it by the Landlord and in such notice the Tenant shall also set a place for closing in the City of New York.

If the Landlord is required to convey the demised premises or part thereof to the Tenant and to assign to the Tenant the award to be paid as a result of any condemnation or taking, the same shall be conveyed and assigned free and clear of all defects, liens, encumbrances and objections to title suffered by or arising out of the acts or omissions of the Landlord. The deed to be delivered by the Landlord shall be a bargain and sale deed with covenant against grantor's acts.

The Landlord agrees that the Tenant's attorneys may appear in any condemnation proceeding on behalf of the Landlord and that the Landlord will cooperate with the Tenant and its attorneys in such proceeding. All the costs of such proceeding, including attorneys' fees, shall be paid by the Tenant.

Wherever in this Article provision is made for the assignment of an award to the Tenant, if such an award shall be paid to the Landlord prior to the execution and delivery of the assignment, the Landlord shall immediately pay the award to the Tenant.

If this lease is terminated by a condemnation proceeding or by the conveyance of the demised premises by the Landlord to the Tenant as provided in this Article, the rent for the last month of the term shall be apportioned.

TAXES, ASSESSMENTS AND WATER CHARGES

Art. 22. The Tenant agrees within sixty (60) days after the same are due and payable to pay all real estate taxes, water rates and water meter charges which are assessed against the demised premises and which are now due and payable or which hereafter become due and payable during the term of this lease. All real estate taxes, water rates and water meter charges for the year in which this lease terminates shall be apportioned and adjusted.

The Tenant agrees within sixty (60) days after the same are due and payable to pay all installments of assessments for local improvements which are now or which hereafter become a lien on the demised premises and which are now due and payable or which hereafter become due and payable during the term of this lease. The Landlord agrees upon request to execute or join with the Tenant in the execution of any application or other instruments that may be necessary to permit the payment of such assessments in installments.

If the Tenant fails to pay any such real estate taxes, installments of assessments, water rates or water meter charges which it is obligated to pay pursuant to the preceding paragraphs of this Article within the aforesaid period of sixty (60) days and if such default shall continue for an additional period of thirty (30) days after the Landlord shall have given to the Tenant notice in writing of the existence thereof, then

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