

and in such event the Landlord may pay such real estate taxes, installments of assessments, water rates or water meter charges as the case may be, together with the interest and penalties thereon and the amount so paid shall be deemed rent due and payable by the Tenant to the Landlord.

Anything in this Article to the contrary notwithstanding, the Landlord agrees that the Tenant shall have the right to contest the amount or legality of any real estate taxes, assessments, water rates and water meter charges which it is obligated to pay and make application for the reduction thereof, or of any assessment upon which the same may be based, and the Landlord agrees at the request of the Tenant to execute or join in the execution of any instruments or documents necessary in connection with such contest or application. The Tenant agrees to give to the Landlord written notice of its election to contest the amount or legality of any such real estate taxes, assessments, water rates or water meter charges. If the Tenant shall contest the amount or legality of any such real estate taxes, assessments, water rates or water meter charges or make application for the reduction thereof or any assessment upon which the same may be based, the time within which the Tenant shall be required to pay the same shall be extended until thirty (30) days after such contest or application shall have been finally determined or until the date when the nonpayment of such taxes, assessments, water rates or water meter charges might result in the sale or conveyance of the demised premises or the imposition of a fine or penalty on the Landlord or the entry of a judgment against the Landlord by reason of such nonpayment, whichever date is earlier. The Tenant agrees that it will prosecute any such contest or application with due diligence and that it will, within thirty (30) days after final determination thereof (or earlier, if required to prevent the sale or conveyance of the demised premises or the imposition of a fine or penalty on or the entry of a judgment against the Landlord by reason of the nonpayment thereof as hereinabove provided) pay the amount of any such real estate taxes, assessments, water rates or water meter charges which may have been the subject of such contest or application as so determined, together with any interest and penalties, costs and charges, which may be payable in connection therewith.

Anything in this Article to the contrary notwithstanding, the Tenant shall not be required to pay any estate, inheritance, succession, transfer, franchise, or income taxes which may be payable by the Landlord and the Landlord's heirs, devisees, legal representatives, successors, assigns, or any of them, or any taxes of a similar nature, it being understood that the obligation of the Tenant to pay taxes is strictly limited to taxes now generally known as real estate taxes.

TAXES ON CONVEYANCE

Art. 23. In the event that the Landlord shall convey the demised premises to the Tenant pursuant to the provisions of Articles 18 or 21 of this lease, the Tenant agrees that it will pay the cost of all documentary stamps and also all conveyance taxes which may be payable in connection with the sale and conveyance of the demised premises to the Tenant.

(Continued on next page)