

(c). In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

(d). In the event that the Lessor fails to pay the general real estate taxes as required by this lease the Government, at its sole election and in addition to any other remedy which may be available to it, shall have the right to pay said general real estate taxes and/or any fine, penalty, interest or cost added thereto due to the late payment thereof and to deduct from the rent payable under this lease the amount of any discount allowed by the taxing authority to which the Lessor did not avail himself and the amount of any fine, penalty, interest or cost paid by the Government.

(e). The Lessor shall furnish the Government copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such copies shall be delivered or mailed within three days from the receipt thereof by the Lessor to the Assistant Postmaster General, Bureau of Facilities, Post Office Department, Washington 25, D. C., or to such other officer as he may in writing direct. The Lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the Lessor or in the names of both. The Lessor upon reasonable notice and request by the Government shall join in any such proceeding, but the Lessor shall not be subject to any liability for the payment of any liabilities, costs or expenses in connection with any proceeding brought by the Government and the Government hereby covenants to indemnify and save harmless the Lessor from any such liabilities, costs, or expenses. The Lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings for such purpose provided the Lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12(a). If any building or any part of it on the leased property becomes unfit for use for the purposes leased under circumstances which require the Lessor to repair the demised premises as provided in Paragraph 7 hereof, the Lessor shall put the same in a satisfactory condition for the purposes leased to the satisfaction of the Post Office Department. If the Lessor does not restore the property as aforesaid, the Government in its discretion may cancel this lease, PROVIDED, HOWEVER, that no such action may be taken by the Government to cancel this lease pursuant to the provisions of this paragraph or to incur a cost for which it could obtain reimbursement pursuant hereto unless and until written notice is given the Lessor, and to the assignee of moneys due or to become due hereunder and to the mortgagee of any mortgage on the premises hereby leased whose names and addresses have been designated to the Government by the Lessor, of the defect or deficiency complained of and the Lessor has failed, within thirty (30) days after receipt of said written notice by the Lessor and such assignee and mortgagee, to commence action necessary to correct or repair same or after such commencement within such 30-day period fails to proceed with such corrections and repairs in a diligent manner until the same have been accomplished, and PROVIDED FURTHER, that if the Lessor shall fail within such 30-day period to commence such action or if the Government shall become dissatisfied with the Lessor's progress in accomplishing the repairs and corrections, or if any condition or conditions occur which would otherwise give the Government the right to cancel the lease or to incur a cost for which it could obtain reimbursement pursuant hereto, the Government will not have said right or rights unless and until written notice of the Lessor's failure to commence or of the Government's dissatisfaction with the Lessor's progress or of the occurrence of such condition or conditions is given to such assignee and mortgagee, and the Government shall have afforded such assignee and mortgagee not less than 45 days' opportunity (in addition to the aforementioned time allotted to the Lessor to commence action necessary to correct or repair the defect or deficiency and to proceed with such corrections and repairs) to commence within such period action