

any State or any political subdivision thereof on land and buildings or on land or buildings, the same shall be deemed to be an Imposition, and Lessee covenants (but to the extent only that such substitution so far as ascertainable relieves Lessee from the payment of Impositions as above provided) to pay and discharge such tax or excise on rent in accordance with the provisions of this Section 4.1 in respect of the payment of Impositions.

4.2 *Contests of Impositions.* Lessee at its expense may contest (in the case of any item of substantial importance, after prior written notice to Lessor and Mortgagee) by appropriate legal proceedings, conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition and in the event of such contest may defer payment of any Imposition, *provided*, that (a) such proceedings shall suspend the collection thereof from Lessor or the premises, (b) neither the premises nor any part thereof would be in any danger of being forfeited or lost, and (c) Lessee shall have furnished such security, if any, as may be required in the proceedings.

4.3 *Apportionment.* Any Imposition relating to or levied for a fiscal period of the taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time after the expiration of the term of this Lease, shall be adjusted between Lessor and Lessee as of the expiration of the term of this Lease, so that Lessor shall pay that proportion of such Imposition which that part of such fiscal period included in the period of time after the expiration of the term of this Lease bears to such fiscal period, and Lessee shall pay the remainder thereof.

ARTICLE 5

Maintenance and Repairs

Lessee at its expense will keep the premises (including all building service equipment included as a part thereof) and all sidewalks, curbs, vaults and vault space located on or adjacent to the premises in good and clean order and condition and make all necessary repairs, replace-

ments and renewals thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. All repairs, replacements and renewals shall be at least equal in quality to the original work. Lessee at its expense will do or cause others to do all necessary shoring of foundations and walls of the buildings located on any part of the premises and (to the extent permitted by law) of the ground adjacent thereto, and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon the premises and (to the extent permitted by law) on any adjoining property or street, alley or passageway. Lessee will not do, and will take reasonable steps to prevent other persons from doing, any act or thing which might substantially impair the value or usefulness of the premises or any part thereof, or commit or permit any waste of the premises or any part thereof.

ARTICLE 6

Construction; Reimbursement; Property Releases in Connection with Construction

6.1 *Alterations, Construction.* Unless a default shall have occurred and be continuing under this Lease, the Mortgage, the Genesee Agreement or the Assignment, Lessee may, at its expense, make such alterations of and improvements and additions to (such alterations, improvements or additions being hereafter sometimes referred to as "construction") the buildings, improvements and building service equipment on the premises as Lessee deems necessary or desirable in connection with the requirements of its business, including, without limiting the foregoing, the right (a) to increase or reduce the height of any present or future building on the premises, or any part thereof, (b) to break through, remove or leave out walls of any present or future building or any part thereof, (c) to demolish any present or future building or any part thereof, provided that, in the case of demolition of any building or buildings, Lessee shall erect in substitution therefor a new building or buildings which may be so