

Common Facilities as changed, increased, decreased, re-located or altered in accordance with such consent or agreement. Landlord shall give to Tenant a copy of any such consent or agreement. Exercise by the Landlord of its rights hereunder shall in no way affect any obligation of the Tenant under this lease including, without limitation, the obligation to pay the rent herein reserved. Notwithstanding the foregoing, Landlord and Tenant agree that there shall be no buildings (other than the existing buildings) authorized to be located in the parking area directly in front of the demised premises except for no more than two buildings having in the aggregate no more than 10,000 square feet of ground floor area and located no less than 300 feet from the demised premises.

SECURITY DELETE

~~Art. 27. The Tenant has on deposit with the Landlord cash in the sum of \$ _____ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which security shall be returned to the Tenant after the expiration or earlier termination of the term hereof, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed.~~

~~In the event of a transfer of the Landlord's interest in the demised premises subject to this lease, the Landlord shall have the right to transfer the security to the transferee of the Landlord's interest and the Landlord shall be considered released by the Tenant from all liability for the return of said security, and the Tenant agrees to look solely to the new Landlord for the return of the said security. The Landlord agrees to notify the Tenant of the transfer of said security.~~

OCCUPANCY AND RENTAL TAXES

Art. 28. Tenant hereby agrees to pay all existing or future excise, sales, use, transaction or privilege taxes, or similar taxes however named, which may have been or may be levied, whether against Landlord, Overlandlord or Tenant, by any government or governmental agency upon the rent payable under this lease, Tenant's occupancy of the demised premises or the privilege of Tenant to conduct business in the demised premises.

TENANT'S PAYMENT OF ADDITIONAL RENT PAYMENTS UNDER OVERLEASE DELETE

~~Art. 29. Under the provisions of the Overlease referred to in Art. 6 hereof, the Landlord may be obligated to pay additional rent payments for real property taxes and assessments (herein referred to as "additional rent payments"). To the extent paid by Landlord, the Tenant agrees to pay to the Landlord as additional rent due hereunder, a sum equivalent to such additional rent payments made by Landlord in accordance with the provisions of said Overlease within fifteen (15) days after written demand therefor (together with reasonable proof of payment by Landlord) is mailed or delivered to Tenant.~~

CONTINGENT PAYMENTS BY TENANT DELETED

~~Art. 30. In addition to other payments for real property taxes, assessments and/or insurance required to be made by the Tenant hereunder, the Tenant agrees that in the event~~

- ~~(a) the real property taxes and assessments on the Entire Premises described in the Overlease or the insurance premiums of the landlord under the Overlease on the Entire Premises are increased by reason of any alterations, additions or changes made or permitted to be made by Tenant under the provisions of this lease, and~~