

(b) From and after the first dates as aforesaid in subparagraphs (a)1, 2 and 3 above Landlord shall assume and Tenant shall be absolved of any and all responsibility or liability affecting or relative to each such respective phase.

(c) In addition to the demolition and removal of each phase of the Existing Building, the Landlord shall remove or cause its agents or employees to remove all tools, scaffolding, unused and discarded building materials, waste, debris, and rubbish of any sort in, on or about the Demised Premises.

(d) Without limiting the generality of the foregoing, prior to the commencement of any such demolition and removal Landlord shall furnish to Tenant an executed copy of a fully bonded contract between the Landlord and a qualified wrecking company relative to each phase of such demolition and removal, along with a copy of liability insurance coverage, naming Tenant as an insured thereunder, in form and content reasonably acceptable to Tenant.

(e) In the event of the failure for any reason of the Landlord to complete the demolition and removal of any one or more of the phases of the Existing Building as aforesaid, or in the event of the failure of Landlord to furnish to Tenant a bonded contract for demolition and removal as aforesaid or a copy of adequate liability insurance coverage as aforesaid, then and in any of such events Tenant shall have the option to take such action as it deems appropriate to fulfill the responsibilities of the Landlord, and to offset the cost incurred thereby against any rentals which may thereafter become due by Tenant to the Landlord.

(f) Time is of the essence of this schedule.

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