

*LMS*

of assessments against the demised premises for local improvements, which are levied or assessed against the demised premises and which become payable during the term hereof when they shall respectively become due and payable to the end that the Landlord shall receive the cash rent herein specified free and clear of all real estate taxes, and payments on account of such assessments which become payable during the term hereof provided, however, that Tenant shall pay only its prorata share of said real estate taxes and assessments which become payable during the years in which the term of the within lease begins and ends, and provided further, that the Tenant shall not be chargeable with, nor obligated to pay any income, inheritance, devolution, gift, franchise or estate tax which may be at any time levied or assessed against, or become a lien upon the demised premises or the rents payable hereunder, it being the intent hereof that Tenant shall be liable for the payment of only such taxes and assessments as are commonly known as real estate taxes or real estate assessments, and are assessed against the real estate as such. Written evidence of the payment of said taxes and assessments shall be furnished by the Tenant to the Landlord upon the Landlord's written request therefor. It is expressly understood and agreed, however, that if any assessments are assessed or levied against the demised premises during the term hereof and payment thereof is permitted or provided to be made in installments over a period of years, Tenant shall be obligated to pay only those installments which are required to be paid during the term hereof.

If, however, the Tenant in good faith, shall desire to contest the validity or amount of any tax, levy, or assessment, herein agreed to be paid by it, the Tenant shall notify the Landlord in writing of its intention to contest the same, and it shall not be required to pay, discharge or remove such tax, levy, or assessment so long as it shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate proceedings, in the name of the Landlord if necessary, and pending any such proceedings the Landlord shall not have the right to pay, remove or discharge any such tax, levy or assessment thereby contested, and such delay of the Tenant in paying the same until final determination of such disputed matter shall