

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 not be deemed a default in the conditions of this lease, but if such delay exposes said property to sale for such non-payment, the Landlord shall have the right, at Landlord's election, to pay any such tax, levy or assessment, and the Tenant shall immediately after proof of such payment shall have been submitted to it by the Landlord, and upon demand therefor, pay to the Landlord the amount of any such payment so made by the Landlord.

The Landlord further covenants and agrees that if there shall be any rebates on account of any tax, levy or assessment paid by the Tenant under the provisions of this lease, such rebates shall belong to the Tenant, and the Landlord will, upon request of the Tenant, sign any receipts which may be necessary to secure the payment of any such rebate, and will pay over to the Tenant such rebates received by the Landlord.