

successors or assigns, any excess funds accumulated hereunder.

(c) Lessee will at all times indemnify and hold harmless Lessor and the leased premises and the improvements thereon from any and all charges, and from any and all liens and penalties in connection therewith, and also from any and all claims for damages in any way hereinafter chargeable to, or payable for, or in respect of the leased premises, or the use and occupancy thereof, during the term of this Lease, and will furnish to Lessor for inspection and such use as may be proper in protecting the estate of Lessor in the leased premises the receipts evidencing any and all such payments.

(d) The provisions of this Lease shall not be deemed to require Lessee to pay municipal, state or federal income or gross receipts or excess profits taxes assessed against Lessor, or municipal, state or federal capital levy, franchise, succession or transfer taxes of Lessor; provided, however, that (a) if, at any time during the term of this Lease, the methods or scope of taxation prevailing at the commencement of the term hereof shall be altered or enlarged so as to cause the whole or any part of the charges now or hereafter levied, assessed or imposed on the leased premises to be levied, assessed and imposed, wholly or partially as a capital levy, or otherwise, on the rents received therefrom, or; (b) if, by reason of any such alteration or enlargement of the methods or scope of such taxation, any municipal, state or federal income or gross receipts or excess profits tax, or corporation franchise tax, or any part thereof, shall be measured by or based solely upon the leased premises, or the value thereof, and shall be imposed upon Lessor, then said tax, or the part thereof so measured or based, shall be deemed for the purposes hereof to be real estate taxes payable by Lessee, to the extent that such taxes would be payable if the leased premises were the only property of Lessor subject to such taxes, and Lessee shall pay and discharge the same.

(e) Lessee may, if it disputes the amount or validity of any charge, upon the leased premises and/or the improvements thereon, contest and defend against the same at its sole cost and expense, and in good faith conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as possible. Any rebate made

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