

TAXES AND LIENS

5. TENANT shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the Demised Premises and any improvements constructed on the Demised Premises. The LANDLORD, upon receipt of the real estate tax notices, shall transmit to the TENANT certified copies of the tax notices wherein the TENANT shall promptly remit to the LANDLORD the sum of money necessary to pay said taxes. The LANDLORD shall promptly pay the taxes and will render to the TENANT a certified copy of the tax receipt, evidencing the fact that the taxes have been paid. TENANT shall have the right to contest or appeal in Landlord's name if required, any assessed valuation placed by governmental authorities. Any legal expenses or other expenses incurred by making such appeal or protest will be at the TENANT'S expense. Additionally, the TENANT shall pay all operating license fees for the conduct of the business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

INDEMNIFICATION

6. TENANT agrees to indemnify and save LANDLORD harmless, except in the event of negligence on the part of LANDLORD, its employees or agents, against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of the business conducted by the TENANT in the Demised Premises or from any breach or default on the part of TENANT in the performance of any covenant or agreement on the part of TENANT to be performed pursuant to the terms of this lease, or from any act of negligence of TENANT, its agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the Demised Premises. In case of any action or proceeding brought against LANDLORD by reason of any such claim, upon notice from LANDLORD, TENANT covenants to defend such action or proceeding by counsel reasonably satisfactory to LANDLORD.

Landlord _____

Tenant _____

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