

payment unto the Lessor, at the place at which rental payments are required to be made, which payment of taxes shall be made and the receipts delivered, at least 30 days before the tax, itself, would become delinquent in accordance with the law then in force governing the payment of such tax or taxes.

4.4 Lessee's default. In the event that the Lessee shall fail, refuse, or neglect to make any or either of the payments in this Article required, then the Lessor may, at its option, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all such amounts, at the rate of 8% per annum, shall be repaid by the Lessee to the Lessor, upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor, upon the day when the Lessor demands repayment thereof or reimbursement therefor of and from the Lessee; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee.

4.5 Proration. The foregoing notwithstanding, the parties hereto understand and agree that the taxes for the first and last years of the term herein shall be prorated proportionately between the Lessor and the Lessee.

4.6 Lessee's right to contest legality of taxes. Lessee shall have the right to contest the legality or validity of any such taxes, assessments, or other public charges provided herein to be paid by the Lessee, but no such contest shall be carried or be maintained by the Lessee after such taxes, assessments, or other public charges have become delinquent unless the Lessee shall have duly paid the amount involved under protest or shall procure and maintain a stay of all proceedings to enforce any collection thereof and any forfeiture