

the term of this Lease. Lessor agrees to permit the application for the foregoing conversion to be filed in Lessor's name, if necessary, and shall execute any and all documents, instruments or certificates requested by Lessee to accomplish the foregoing.

(B) Lessee or its designee shall have the right to contest or review all Taxes (as used in subparagraphs B, C and D the term "Taxes" shall include tax, assessment, license fee or other charge or of any lien, penalty or claim) by legal proceedings or in such other manner as it may deem suitable (which, if instituted, Lessee or its designees shall conduct promptly at its own cost and expense, and free of any expense to Lessor, and if necessary in the name of and with the cooperation of Lessor and Lessor shall execute all documents, instruments or certificates necessary to accomplish the foregoing). Notwithstanding the preceding sentence, Lessee shall promptly pay all Taxes, under protest, if at any time the Demised Premises or any part thereof shall then be immediately subject to forfeiture, or if Lessor shall be subject to any criminal liability, arising out of the non-payment thereof.

(C) Upon written request to Lessee by Lessor's mortgagee, Lessee shall deposit with the Lessor's mortgagee during the pendency of such suit or proceeding sufficient funds to secure prompt payment, upon the final determination of Lessee's liability therefor, of such disputed Taxes, together with appropriate interest and penalties, if any.

(D) The legal proceedings referred to in Section 7(B) of the Lease shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Lessee shall pay the