

the Demised Premises or shall become delinquent. Lessee shall within ten (10) business days after receipt of written request therefor by Lessor produce and deliver to Lessor reasonably satisfactory evidence of such payment.

Section 12.2. All such rents, taxes, rates and charges, sanitary assessments, and other governmental impositions and charges and the current installments of any assessment which has been converted into periodic installments under the provisions of Section 12.1 (except the taxes and assessments levied on the personal property of Lessee) which become due and are payable in the calendar year in which the Demised Term expires, shall be apportioned pro-rata between Lessor and Lessee in accordance with the respective portions of such period during which the Demised Term shall be in effect.

Section 12.3. Lessee shall have the right to contest or review by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Lessee shall conduct promptly at its own expense, and free of any expense to Lessor, and, if necessary, in the name of Lessor), any tax, assessment, rate or charge, sanitary assessment, or other governmental imposition or charge aforementioned, and for such purpose may pay any such item under protest.

Section 12.4. It is expressly agreed, however, that the Lessee shall not be required to pay, discharge or remove any tax, assessment, tax lien or other imposition or charge upon or against the Demised Premises, or any part thereof, or the improvements at any time situated thereon, so long as the Lessee shall in good faith contest the amount or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the tax, assessment, tax lien, forfeiture or imposition so contested, or the sale of Demised