

ARTICLE III

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Taxes, Assessments and Expenses

Section 1. Lessee also agrees to pay when and as the same may become due and payable from time to time, all legal taxes, street and other assessments and all charges whatsoever levied or assessed, or payable therefor by or under any present or future law or authority, upon or against said premises, or any part or appurtenance thereof during the term of this lease. Said taxes shall be prorated from the date Lessee takes possession of the demised premises under this lease and from the date that Lessee surrenders possession of the demised premises to Lessor. Lessee agrees to furnish Lessor, prior to January 15th of each year, with photocopies of the tax bills for the previous tax year, showing payment thereof.

Section 2. Lessee agrees at all time during the term of this lease to keep the premises in good condition and repair at its own cost and expense; and the Lessee shall have the right and privilege of making such improvements and repairs on said premises and such changes and alterations therein as Lessee may deem necessary from time to time.

Section 3. This lease shall be deemed and construed to be a "net, net, net lease", and, except as herein otherwise expressly provided, the Lessor shall receive all rents and all other payments hereunder to be made by the Lessee free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. Nothing herein contained shall be construed to require the Lessee to pay any inheritance, franchise, corporation, income or excess profits taxes, or surtax, imposed upon the Lessor named herein or upon his legal representatives, successors or assigns, or any of them, nor shall the Lessee have any obligation to pay any interest or amortization under any mortgage or mortgages placed upon the demised premises by the Lessor. Nothing in this lease, however, shall be construed as preventing or interfering with the contesting by the Lessee, at its own expense, of any liens, claims, taxes, assessments or charges of any kind in respect to the premises hereby demised which may be thought by the Lessee to be unlawful or excessive, and Lessee, upon first furnishing to the Lessor, if the Lessor requires the same, reasonable security for the payment of all liability, costs and expenses at the end of the litigation, may so contest the same.

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