

X. REAL PROPERTY TAXES AND ASSESSMENTS

Lessee shall pay and satisfy all taxes which are a lien upon the real property as of the date of this lease. Effective on the commencement date, and thereafter during the term of this lease and any extension thereof, Lessee shall pay before delinquency all real property taxes on the premises and all installments due on assessments against the premises. Such real property taxes on the premises and assessment installments which are payable in the years in which the lease terminates shall be prorated as of termination date. Lessee shall have the right to contest the validity of any such tax or assessment upon furnishing Lessor with reasonable indemnification for the final payment and discharge thereof. The expenses of any such action shall be paid by Lessee. If, by law, any assessment, at the option of the taxpayer, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such assessment), Lessee may exercise the option to pay the same (and any accrued interest thereon) in installments as the same respectively may become due during the term of this lease. Further, if any such assessment relates to a fiscal period, a part of which is included within the term of this lease, said assessment shall be adjusted between Lessor and Lessee as of the expiration of said term.

Lessee will furnish to Lessor prior to the date when any taxes and assessments would become delinquent, official receipts of the appropriate taxing authority, or other evidence satisfactory to Lessor, evidencing the payment thereof. The failure of Lessee to furnish such receipts, or other evidence shall not be deemed a default hereunder, unless Lessee fails to comply within fifteen (15) days after written request therefor by Lessor, which written request shall not be made by Lessor prior to the date when any taxes and assessments would become delinquent.

XI. DESTRUCTION OF PREMISES

In the event that the premises are partially or totally destroyed by fire or other casualty, they shall be restored to its original condition by Lessee at its sole cost and expense as speedily as possible.

All proceeds payable by reason of any loss insured under policies required herein shall be available to the order of Lessee for use in the costs of reconstruction or repair, as the case may be, or any damage or destruction of the improvements included in the premises.

No abatement, diminution or reduction of rent, charges or other compensation shall be claimed by or allowed to Lessee, or any persons claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements or repairs to any buildings now on or which may hereafter be erected on the demised premises, by virtue or because of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations or by virtue of or arising from, and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises or arising from any other cause or reason.

XII. UTILITIES

Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer and garbage, and for other utilities

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