

for herein to be paid by the Tenant shall be returned in the name of the Landlord, Landlord covenants and agrees that immediately upon receipt of the same it will forward such notices to Tenant for payment.

4. In the event that Tenant shall fail, refuse or neglect to pay any or all of the payments in this article required, then the Landlord may, at its option, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments shall be repaid by the Tenant to the Landlord upon the demand of the Landlord, and the payment thereof may be collected or enforced by the Landlord in the same manner as though such amount were an installment of rents specifically required by the terms of this Lease to be paid by the Tenant to the Landlord; but the election of the Landlord to pay such taxes shall not waive the default thus committed by the Tenant.

5. The foregoing notwithstanding, the parties hereto understand and agree that the taxes, assessments or other charges enumerated in this article for the first and last year of the term herein shall be prorated proportionately between the Landlord and the Tenant.

ARTICLE VIII
REPAIRS

The Tenant shall not cause or permit any waste, damage, or injury to the leased property. The Tenant, at its sole expense, shall keep the leased property as now or hereafter constituted with all improvements made thereto and the adjoining sidewalks, curbs, walls, parking areas, landscaping, access road, and vaults clean and in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements, and renewals, whether ordinary or extraordinary, seen or unforeseen, including but not limited to, all structural repairs, and repairs to the heating, ventilating and air conditioning equipment, plumbing and electrical systems, necessary to maintain the leased property. All repairs, replacements, and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the leased property. The Landlord shall in no event, be required to make any repair, alteration, or improvement to the leased property. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable counsel fees, because of Tenant's failure to comply with the foregoing, and the Tenant shall not call upon the Landlord for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges the Landlord of and from any liability therefor. On default of the Tenant in making such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent. In the event Tenant is liable for repairs under the provisions of this Article, all warranties, especially for heating and air conditioning units, etc.,