

OAS.
9.1.19
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 Landlord and Tenant and any sublessee of Tenant in the application of the insurance proceeds to the repair or rebuilding of the improvements on the demised premises as hereinabove provided. All fees and charges of such trustee for acting as trustee under said trust agreement shall be paid by Tenant.

RIGHT OF WAY. That Landlord guarantees that during the term hereof the Tenant shall have the continuous right to use any rights of way which are in use on the date of the unconditional delivery of this lease leading to and from any rear, front or side entrances to the demised premises, and the right to the use of any right of way or alleyway either on or adjoining the premises of which the herein demised premises are a part or the whole, the use of which the Landlord has a right to grant to Tenant or which the Landlord owns or controls.

TAXES. As a part of the consideration of this lease, and in addition to the cash rental hereinbefore provided, the Tenant covenants and agrees to pay, before any fine, penalty or costs be added thereto for non-payment thereof, all real estate taxes, and to make all payments on account of assessments against the demised premises for local improvements, which are levied or assessed against the demised premises and which become payable during the term hereof, when they shall respectively become due and payable to the end that the Landlord shall receive the cash rent herein specified free and clear of all real estate taxes, and payments on account of such assessments which become payable during the term hereof provided, however, that Tenant shall pay only its prorata share of said real estate taxes and assessments which become payable during the years in which the term of the within lease begins and ends, and provided further, that the Tenant shall not be chargeable with, nor obligated to pay, any income, inheritance, devolution, gift, franchise or estate tax which may be at any time levied or assessed against, or become a lien upon the demised premises or the rents payable hereunder, it being the intent hereof that Tenant shall be liable for the payment of only such taxes and assessments as are commonly known as real estate taxes or real estate assessments, and are assessed against the real estate as such. Written evidence of the payment of said taxes and assessments shall be furnished by the Tenant to the Landlord upon the Landlord's written request therefor. It is expressly understood and agreed, however, that if any assessments are assessed or levied against the demised premises during the term hereof and payment thereof is permitted or provided to be made in installments over a period of years, Tenant shall