

term hereof or prior thereto, said taxes shall be prorated as of the date of said termination.

In the event that the Lessee fails to pay or discharge any of such taxes, assessments, rates, charges, imposts and levies that it is hereby required to pay, the Lessor shall have the right to pay the same or to redeem said premises, including improvements which may be thereon, from any sale that may be made of the same for nonpayment of such taxes or assessments, and the amount or amounts so paid by the Lessor including reasonable expenses shall be considered additional rent due at the next rent payment date after such payment by the Lessor and shall be a lien upon the Lessee's interest in said premises.

However, the Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of the Lessor if necessary, the payment or satisfaction of any such taxes, assessments, charges, liens, penalties or claims so agreed to be paid by the Lessee, if the validity or amount thereof, or the right to assess or levy the same against or collect the same from the said premises or improvements or estate of the Lessee, be disputed by the Lessee, but the Lessee shall, in any and all such proceedings, protect and save harmless the Lessor from all costs, loss or damages resulting from any such proceedings or from the failure of the Lessee to make any such payments. The Lessee upon deciding to dispute and contest the validity or amount of any such tax, assessment or other charges shall institute or procure to be instituted and prosecuted with all reasonable diligence such suit or suits or other proper legal proceedings as may be necessary and proper to contest the validity or amount of any such disputed tax, assessment or other charge, and shall thereafter do and cause to be done all things which may be necessary or proper to be done properly to decide and determine finally and in a lawful manner the validity or invalidity of any such disputed tax,

R.H.P.