

ciation, amortization or obsolescence of the demised premises or any charges or expenses in respect of the Mortgage, or any municipal, state or federal income taxes assessed against Lessor, or municipal, state or federal capital levy, estate, succession, inheritance or transfer taxes of Lessor or corporation franchise taxes imposed upon any owner of the demised premises; provided, however, that if at any time during the Term the methods of taxation prevailing at the commencement of the Term shall be altered so as to cause the whole or any part of the taxes, assessments, levies, impositions or charges now levied, or hereafter assessed or imposed on, real estate and the improvements thereon to be levied, assessed and imposed, wholly or partially as a capital levy, or otherwise, on the rents received therefrom, or if as the result of such alteration any tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based, in whole or in part, upon the demised premises or the income therefrom and shall be imposed upon the Lessor, then all such taxes, assessments, levies, impositions or charges or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, to the extent that both (a) any of the foregoing shall be in substitution for ordinary real estate taxes or assessments as now levied and (b) such Impositions would be payable if the demised premises were the only property of the Lessor subject to such Impositions.

Lessee, upon the request of Lessor, will furnish to Lessor within thirty (30) days after the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence satisfactory to Lessor evidencing the payment thereof.

§ 3.3. *Contest of Taxes.* The Lessee shall have the right to contest any Imposition, by appropriate legal or administrative proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of § 3.1, § 3.2 or § 3.3, the Lessee may postpone or defer payment of such Imposition if no part of the demised premises would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, the Lessee will pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together

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