during the continuance hereof have the peaceable and quiet enjoyment and possession of the premises.

- 6. <u>UTILITIES</u>. Lessee agrees to pay, before delinquent, all charges for gas, electricity and water used by it. Lessor agrees, at its sole expense, to have the property separately metered to insure proper determination of such charges. The parties agree and understand that the boiler in the leased premises serves the building on the adjoining property owned by Lessor and not leased hereunder. Lessee agrees to maintain such boiler and provide heat to Lessor during the two (2) year term of this Lease, but no such duty shall exist after the exercise of the Option to Purchase described in Paragraph 19 hereof. The parties agree that the oil presently in the tank on the premises shall be used by Lessee in such boiler and that thereafter Lessor and Lessee shall evenly divide the cost of any and all oil used to refill such tank as long as Lessor receives heat from such boiler.
- 7. TAXES. Lessee agrees to pay all taxes levied upon personal property, kept on the leased premises, as well as all taxes levied against the land and the building and improvements situated thereon during the term of this lease, such taxes to be paid within 90 days after presentation to Lessee by Lessor of statements from the taxing jurisdictions in which property is located. Taxes levied on such land and building for any portion of a tax period occupied by Lessee shall be pro rated, and Lessee shall pay its proportionate share of such year's taxes. Lessee, however, will pay only the lowest discount amount and will not be required to pay any penalty, interest or cost accrued by reason of Lessor's failure to secure said tax statements from the taxing authorities.

Lessor may, however, direct the taxing authorities to send the statements directly to Lessee. Lessee agrees that it will notify Lessor if it does not receive a tax statement for a given year within the customary time. Lessor further agrees that Lessee, in the name of Lessor but at Lessee's sole expense, may