

ARTICLE 3

Payment of Taxes, Assessments, Etc.

(a) As part of the consideration for this lease and as additional rent for the use and occupancy of the leased premises, the Lessee shall pay (in the name of the Lessor and/or Lessee, as the case may be) to the public authorities charged with the collection thereof, all taxes, assessments, tax liens, penalties, impositions and other public charges and liens being hereinafter collectively referred to as the "charges") levied, assessed, imposed or claimed upon or against (1) the leased premises, (2) any and all equipment, fixtures and improvements now and hereafter located thereon, and (3) the Lessor as owner of the leased premises and/or such equipment, fixtures and improvements by whatever authority such charges may be so levied, assessed, imposed or claimed. Further and as additional rent for the use and occupancy of the leased premises, the Lessee shall pay all such charges arising with respect to or by virtue of the leasehold estate hereby created, or the occupancy, use and possession of the leased premises by the Lessee.

(b) To facilitate the payment of the aforesaid charges and the premiums on the insurance required in Article 5 hereof lessee agrees that it will pay to the lessor (or to a duly authorized agent) on the first day of each month a sum equal to the pro rata amount sufficient (in the estimation of the lessor) to pay the said insurance premiums, the required taxes, assessments, tax liens, penalties, impositions, and other public charges and liens on and against the property when they become due and payable. If the total of such monthly payment shall exceed the amount needed, then the excess shall be held without interest for future payments; provided, however, that, in the event the Lessee, its successors or assigns, so request in writing, the Lessor (or its duly authorized agent) shall, upon receipt of such request, return such excess to the Lessee, its successors or assigns. If the total of such monthly payment shall at any time fail to provide sufficient funds to pay such taxes, assessments, tax liens, penalties, impositions, and other public charges and liens when due and payable, then the Lessee, its successors or assigns, upon written demand from the Lessor (or its duly authorized agent), pay to the Lessor (or its duly authorized agent) that amount necessary to cover such deficiency therein. At such time as this Lease shall terminate, the Lessor shall refund to the Lessee, its

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