

amount finally levied or assessed against the Demised Premises or adjudicated to be due and payable on any contested Taxes.

(E) Lessor covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Lessee pursuant to the provisions of this Lease, such refund or rebate shall belong to Lessee. Any refunds received by Lessor shall be deemed trust funds and as such are to be received by Lessor in trust and paid to Lessee forthwith. Lessor will, upon the request of Lessee, sign any receipts which may be necessary to secure the payment of any such refund or rebate, directly to Lessee and/or will pay over to Lessee such refund or rebate as received by Lessor. Lessor further covenants and agrees on request of Lessee at any time, and from time to time, but without cost to Lessor, to make application individually (if legally required) or to join in Lessee's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Lessee shall at any time, and from time to time, designate. Lessor hereby agrees upon request of Lessee to execute all documents, instruments or certificates and to give Lessee such assistance in connection with such applications as shall be required by Lessee.

Insurance,
Damage by
Casualty and
Restoration
Obligations

5 . (a) Lessee shall, during the term of the Lease at the Lessee's own cost and expense keep any building standing

(Section 10
of the Lease)

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