

and conveyed to the Lessee in the Project); all utility and other charges incurred in the operation, maintenance, use occupancy, and upkeep of the Project; and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

If the Lessee shall first notify the Mortgagee of its intention to do so, the Lessee may, at its expense and in its own name and behalf or in the name and behalf of the County, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Lessee shall furnish the Mortgagee an opinion of Independent Counsel that the lien of the Mortgage as to any part of the Project will not be materially endangered and no part of the Project will be subject to loss or forfeiture by nonpayment of any such items; otherwise, such taxes, assessments, or charges shall be paid promptly. The County will cooperate fully with the Lessee in any such contest. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the County, or the Mortgagee may (but shall be under no obligation to) pay the same, and any amounts so advanced by the County or the Mortgagee shall become an additional obligation of the Lessee to the party making the advancement, which amounts, together with interest thereon at the Penalty Rate from the date thereof until paid, the Lessee agrees to pay.