

timely payment of all rent provided herein, Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the premises.

6. UTILITIES. Lessee agrees to pay, before delinquent, all charges for gas, electricity and water used by it. Lessee agrees to have all such utilities placed in its name and to pay such bills directly to the suppliers. The parties agree and understand that the boiler on the Adjoining Property owned by Lessor serves the building on the Leased Premises. If Lessee shall cease to be Tenant of, and shall fail to become owner of, the Adjoining Premises, Lessee agrees that Lessor may disconnect such boiler, and Lessee shall make its own provisions for heat during the remaining term of this Lease.

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 protest any assessment before any taxing authority or board or maintain any necessary legal action in reference to said assessment or for the recovery of any taxes paid thereon.

016

4328 RV-2