

7. Lessee shall, at its own expense, install upon the Leased Premises such signs, equipment, furniture, or fixtures as Lessee in its sole discretion shall deem necessary or appropriate for the purpose of carrying on business upon the Leased Premises. Lessee may at its own expense thereafter at any time substitute or replace with items of like quantity and quality any and all of said signs, equipment, furniture, and fixtures. All of such signs, equipment, furniture and fixtures shall, for the purpose of this Lease Agreement, be treated as personal property, no matter how affixed, and at no time shall Lessor have any rights therein, unless granted by a written instrument subsequent to this lease and executed by both Lessee and Lessor. Lessor shall, upon request of Lessee, execute a Landlord Waiver of Lien forms on said personal property, in a form and manner mutually satisfactory to Lessee and Lessor.

8. (a) Lessor hereby warrants that all taxes on the Leased Premises, except current year taxes which are not yet due and payable, have been paid in full.

(b) The Lessee covenants and agrees with the Lessor that the Lessee will pay, before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all ad valorem real property taxes assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Leased Premises, or any improvements thereon, or any part thereof or any appurtenance thereto as well as any tax, charge or assessment imposed on or as a result of the rent and income received by the Lessee from subtenants, any uses or occupation of the Leased Premises, or any document (to which the Lessee is a party) creating or transferring an interest or estate in the Leased Premises, including this Lease Agreement. In the event any assessment includes property other than the Leased Premises, then the parties shall make an equitable apportionment based on the ratio of the fair market value of the leased property over the fair market value of the entire property assessed.

(c) Nothing herein contained shall require the Lessee to pay municipal, state, or federal income taxes assessed against the Lessor, municipal, state, or federal capital levy, estate succession, inheritance, or transfer taxes of the Lessor, or corporate franchise taxes imposed upon any corporate owner of the fee of the Leased Premises.

(d) The parties hereto agree that the Lessee shall pay the taxes or other charges as enumerated in this article of the Lease and shall deliver copies of receipts evidencing such payment unto the Lessor at the place at which rental payments are required to be made upon the request of the Lessor for copies of such receipts. Notwithstanding the foregoing, the Lessee shall have the right to contest in good faith the validity of any tax, charge or other charges as enumerated herein without being in default hereunder as to its obligation to pay the same

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