

responsible for the portion of such taxes and assessments levied against the value of the land. Upon request of Tenant, Landlord agrees to exhibit to Tenant the paid tax statements and the tax returns as evidence of the basis on which Tenant's share of the ad valorem property taxes is computed, and Tenant shall pay its share to Landlord within ten (10) days after demand therefor by Landlord. Any payments made by Tenant to Landlord under the provisions of this Article shall be prorated for fractional years occurring at the beginning and expiration of the term of this lease, or any extensions thereof. Tenant shall have the right from time to time to contest or protest or review by legal proceedings or in such other manner as may be provided, any such taxes or assessments in the name of the Landlord as the Tenant may deem necessary; provided, however, any expense incurred by reason thereof shall be borne by the Tenant and such proceedings conducted free of all expense to Landlord. Tenant shall be responsible for all taxes and assessments levied upon its trade fixtures and equipment or any other personal property maintained on or about the demised premises.

USE

4. The Tenant agrees that the demised premises or any portion thereof shall not be used for any illegal purpose, and that the Tenant will not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises creating a nuisance thereon. Tenant further agrees that the demised premises shall not be used for the sale of alcoholic beverages, excepting beer and wine, or for the operation of a bar, liquor store or tavern.

UTILITIES

5. Tenant agrees to pay, at its own cost and expense, all charges when due for telephone, water, gas, electricity, heat, sewer rentals or charges and any other utility charges incurred by Tenant in the use of the premises. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, gas, electrical current for light and power, telephone, or any other service.

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