

Lessee shall have the right to contest the validity of any tax or special assessment payable by it which it deems to have been illegally levied or assessed against the premises, and for that purpose shall have the right to institute such proceeding or proceedings in the name of Lessor as it may deem necessary, provided that the expenses incurred by reason thereof shall be paid by Lessee, and provided further it is necessary to use Lessor's name in carrying on such proceeding.

Unless the Lessee shall have paid the contested tax or special assessment, or shall have deposited with the Lessor a sum sufficient to pay such tax or assessment, pending such contest, the Lessee shall provide Lessor with an adequate written assurance by bond, undertaking or otherwise, in a form reasonably satisfactory to Lessor, that any such tax or assessment will be paid, together with any interest or penalties that may accrue thereon, immediately after the legal disposition of any such contest on the part of Lessee.

Lessee may, if it shall desire, endeavor at any time or times to obtain a lowering of the assessed valuation upon the demised premises for the purpose of reducing taxes thereon, and in such event, Lessor will offer no objections, and at the request of Lessee will cooperate without expense to itself in effecting such reduction. In this connection, it will, if requested by Lessee and provided it will not in its reasonable judgment incur any expense or liability thereby, execute any documents which may be necessary and proper for any such proceeding. Any tax refund shall be the property of Lessee to the extent that it may be based on a payment made by Lessee.

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