

ARTICLE IV.

TAXES AND ASSESSMENT.

In addition to the rent hereinabove specified and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the term of this lease begins), and other impositions and liens for public improvement, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements which may be hereafter placed thereon, including all taxes which are assessed by any and all governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties or other charges which may accrue thereon, provided that in the event any of said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges, as enumerated in this paragraph, and as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after a complete and final Certificate of Occupancy is issued for RIVERVIEW SOUTH CONDOMINIUM Building. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this Lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Article required, then the Lessor may at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof and from the Lessee.

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes, shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

ARTICLE V.

ACCEPTANCE OF PREMISES AND TITLE.

By the execution of this Lease, Lessee hereby accepts the title to the hereinabove described and leased property. Lessee warrants that it is familiar with the zoning ordinances, subdivision restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may in any way affect said property.