

VII.

That the Lessee further agrees that any and all taxes and licenses of any and all kind and nature whatsoever, concerning the business Lessee is to carry on, over or on the chattels leased herein which shall be assessed or become due and payable during the term of this lease, are to be defrayed and paid for by said Lessee. The Lessors warrant that no taxes or licenses are outstanding, due or payable at the time of the signing of these presents.

VIII.

And it is further agreed by the parties hereto that in case the chattels hereby leased shall be partially damaged by fire the same shall be repaired as speedily as possible at the expense of the Lessors; but in case the damage shall be so extensive as to render the continued operation of the plant and machinery impracticable the rental herein provided for shall cease as until such time as the plant and machinery shall be put in complete repair; but in the case of a total destruction of the chattels herein leased, or such partial destruction as is beyond reasonable repair, by fire or otherwise, the rental shall be paid up to the time of such destruction and then and thenceforth this lease shall cease and come to an end: Provided, however, that such damage or destruction be not caused by the careless, negligent, or improper conduct of the said Lessee, its agents or servants.

IX.

It is further agreed by the parties hereto that the monthly rental payments as provided herein are to be considered as rental only and said Lessee has no interest whatsoever in such sums paid as rental until such time as said Lessee shall exercise the option of purchase as herein provided and in case of destruction of said property by fire or other casualty prior to the exercise of said option by said Lessee said rental payments shall be retained in full by the Lessors as rental for said property.