

affecting only a portion of the premises, if not promptly corrected, will entitle the lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if lessee should be made a party in any legal proceeding affecting the lessee's right of continuous and quiet possession the lessor will reimburse the lessee for any reasonable attorney fees or other expense incurred by lessee in defending its right under this lease, and any such expenses may be applied by lessee upon rental due or to become due.

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The lessor agrees to pay all taxes upon the land. Should the lessor at any time default in the payment of any taxes, lien, mortgage, or other charge against the premises then the lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights of the lienholder to the extent of said payments thereon. Any payments made by the lessee for the foregoing reasons may be applied on the rental due or to become due under the terms of this lease. The lessee shall pay the taxes on its property and equipment on the leased premises.

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The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, or controller by lease agreement, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term. If the lessor is not the owner of the demised premises, lessor agrees to secure from the owner a consent in writing to the making of this lease, and further agrees that should lessor default in the payment of any rent due to the owner, the lessee may, at its option, pay said rent to said lessor's landlord, and the amount or amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the lessor in cash.

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It is agreed that the lessor shall not terminate the lease for or on account of the failure of the lessee or its sub-lessees or assigns to pay any monthly rental when due, or to comply with any

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