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placed upon said premises and shall repair any damage to the demised premises caused by the erection or removal thereof.

- 20. <u>Indemnity</u>. Lessee agrees to indemnify and hold Lessor harmless against any and all expenses, loss or liability paid, suffered or incurred as a result of any breach by Lessee or its Assignees or Sublessees of any covenants or conditions of this lease or the negligence of the Lessee, Lessee's agents or employees.
- and covenants to Lessee that Lessor is, at the time of the execution of these presents, lawfully seized and possessed of the demised premises in fee simple and that Lessor has a good and marketable title thereto and has the full right to lease the same for the term aforesaid, and that as long as Lessee is not in default hereunder, the Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all the appurtenances thereto without hindrance on the part of the Lessor. In connection herewith, Lessor agrees to warrant and defend Lessee to such peaceful and quiet use and possession of the demised premises against the claims of all persons claiming by, through or under Lessor.
- sell the Lessor's interest in the demised premises during the primary term hereof or a renewal term, the Lessor shall not do so without first giving the Lessee an opportunity to purchase the Lessor's interest therein for a sales price equal to the sales price offered and accepted by the Lessor (the Lessor's acceptance contingent upon the Lessee's failure to exercise the right of first refusal granted herein). Any sale of the Lessor's interest to the Lessee shall be for cash unless otherwise agreed to by the Lessor. If the Lessee desires to exercise the Lessee's first option hereunder, the Lessee shall so notify the Lessor within thirty (30) days of the Lessee's receipt of notice from the Lessor of