CONTEST OF TAXES AND LIENS

and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the demised premises and required to be paid by the Lessac hereunder and to defend any claims for lien that may be asserted against Lessor's estate, and, if required by law, the Lessace may take such action in the name of the Lessor, who shall cooperate with the Lessace to such extent as the Lessace may reasonably require, to the end that such proceedings may be brought to a successful conclusion; upon making any reasonable request for cooperation or assistance by the Lessor provided, however, that the Lessace, shall fully indemnify and save the Lessor hermless from all loss, cost, damage and expense incurred by or to be incurred or suffered by the Lessor in the premises.

DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

Lessor C

by fire or other casualty, during that last five years of the original term of this lease or during any extension of the term, to the extent of 50% or more of the insurable value of the building, Lessee may, at Lessee's option to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this lease as of the date of the damage or destruction, whereupon Lessor shall be entitled to all proceeds of insurance and right of recovery against insurers on policies covering such damage or destruction. Lessee shall not have the above option if within fifteen (15) days after the occurrence Lessor extends the lease for five (5) years at a satisfactory rental to both Lessor and Lessee.

RECEINED AND ARREST ARR

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