

costs, loss or damages resulting from any such proceedings or from the failure of the Lessee to make any such payments. The Lessee upon deciding to dispute and contest the validity or amount of any such tax, assessment or other charges shall institute or procure to be instituted and prosecuted with all reasonable diligence such suit or suits or other proper legal proceedings as may be necessary and proper to contest the validity or amount of any such disputed tax, assessment or other charge, and shall thereafter do and cause to be done all things which may be necessary or proper to be done properly to decide and determine finally and in a lawful manner the validity or invalidity of any such disputed tax, assessment or other charge. After the institution of any such suit or proceeding, if the same be required, the Lessor shall have no right to pay any such disputed tax, assessment or other charge until such time as the same may have been fully and finally decided and determined to be valid and legal.

6. LESSOR'S LIEN: The Lessee agrees that all money and other sums which shall become due to the Lessor hereunder by reason of any provision of this lease is and shall always be a valid and first lien upon the buildings and improvements on said property and upon all the interests of the Lessee in this lease and paramount to any mortgage which the Lessee may execute thereon or any other lien which may be caused by the Lessee.

7. INDEMNIFICATION FOR LITIGATION: The Lessee will pay and indemnify the Lessor from the payment of all loss, legal costs and charges, inclusive of counsel fees, by the Lessor lawfully and reasonably incurred or expended in or about the prosecution or defense of any suit or other proceeding in discharging the premises or any part thereof from any liens, judgments or encumbrances created by the Lessee upon or against the same or

P. J. P. 8
P.H.D.