

CONTEST OF TAXES AND LIENS

4. The Lessee shall have the right at its own cost and expense, 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 Lessee hereunder and to defend any claims for lien that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee, shall fully indemnify and save the Lessor harmless 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

5. If the building on said premises shall be rendered untenable 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.

RIGHT TO MAKE ALTERATIONS;
TITLE TO AND REMOVAL OR IMPROVEMENTS

6. Lessee may make, or permit any sublessee to make, alterations, additions and improvements to the demised premises from time to time and all of such alterations, additions and improvements, including those to be constructed by Lessee in accordance with paragraph 2 hereof, shall be and