

by the other party unless such act continues for 15 days after written notice thereof by such other party to the offending party.

12. Lessee shall defend and hold harmless the Lessor against any claim, loss or liability on account of damage to person or property arising out of the use, maintenance or condition of the demised fixtures and equipment.

13. Lessor may sell, or assign or pledge as loan collateral, all or any part of Lessor's interest in this Lease at any time during the term of this Lease Agreement. However, any such sale, assignment, or pledge of the lease shall in no way relieve or release Lessor from any of Lessor's obligations under this Lease.

14. As to any item or items of said fixtures and equipment which the Lessee may at any time or times believe that there has been a breach of implied and/or express warranty on the part of the seller or manufacturer thereof or any other party, Lessor agrees, at the request and expense of Lessee, to make claim or bring suit in Lessor's name against any one or more of such parties for appropriate damages and/or relief caused by such breach, and any damages and/or relief so recovered shall be used toward restoration or repair of the applicable item or items; if Lessor should fail or refuse to make any such claim or bring any such suit requested by Lessee, then Lessor hereby agrees that Lessee may make such claim and/or bring such suit in Lessor's name.

15. This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee, their successors, (the personal representatives and heirs of any individual party