

such proceedings or from the failure of the Lessee to make any such payments.

FOURTH: LAWFUL USE. The Lessee will obey and comply with all lawful requirements, rules, regulations, laws, and ordinances of all legally constituted authorities in any way affecting this lease, the above described PREMISES, the buildings and improvements now or thereafter thereon, or the use of the same, existing at any time during the continuance of this lease (subject to the right of the Lessee to contest the validity of any such law, ordinance, rule, regulation, or other requirement in the manner and under the conditions provided for in Item THIRD of this Article with respect to the contest of the validity of taxes, assessments, or other public charges)

FIFTH: AGAINST PERMISSION OF UNLAWFUL USE. The Lessee will not, knowingly, permit any part of the above described PREMISES, or of the buildings or improvements now or hereafter thereon, to be used for the purpose of any illegal or immoral business or occupation.

SIXTH: INDEMNITY. The Lessee will save and keep harmless the Lessor, the above described PREMISES, and the buildings and improvements now or hereafter thereon, at all times during the continuance of this lease, from all damages, claims, fines, penalties, costs, and expenses whatsoever, including reasonable attorney's fees, that may result to the Lessor or be incurred by the Lessor or imposed upon said PREMISES or any buildings or improvements of any kind situated thereon, from any default or failure of the Lessee in the performance of the foregoing covenants and agreements with respect to use of said PREMISES, made or permitted by the Lessee. Also, in case the Lessor without any fault on his part be made a party to any litigation commenced by or against the Lessee, the Lessee shall pay all costs, reasonable attorney fees, and expenses incurred by or imposed upon the Lessor by or in connection with such litigation.

SEVENTH: IMPROVEMENTS BY LESSEE. NEW BUILDING. Within twelve (12) months from date this lease commences, the Lessee shall commence and pursue to completion the erection of a commercial office building complex, with adequate parking space and roads for ingress and egress, to be located entirely upon said PREMISES (primarily for Lessee's own use), which at the time of completion the commercial office building shall have 100,000 to

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