

operation of the Lessee's microwave receive tower. The Lessee shall have the further right to cut any trees on the Lessor's adjoining property which would interfere with the maintenance and operation of the Lessee's microwave receive tower.

9. The Lessee shall have the right to assign this Agreement; provided, however, that the assignee by the acceptance of said assignment, shall be bound by all of the terms and conditions of this Agreement as if said assignee were the original Lessee.

10. The Lessor covenants and agrees that the Lessee on paying the rent and observing and keeping the covenants and stipulations of this Agreement on its part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the premises during the term hereof without hindrance, ejection or molestation. The Lessor covenants and warrants that he is lawfully seized of the premises and has good right, and lawful authority to enter into this Agreement for the full term aforesaid, and any renewal thereof, and that the Lessor will put the Lessee in actual possession of the premises at the beginning of the term aforesaid.

11. The Lessee shall indemnify and save harmless the Lessor from and against any and all liability, penalties, damages, expenses and judgments by reason of any injury to persons or property arising out of the negligence of the Lessee, its agents and employees, in the use, occupation or control of the premises by Lessee.

12. In the event that the Lessor desires to sell the leased premises, the Lessor is hereby granted an option to pur-

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