

sale that may be made of the same for non-payment of such taxes or assessments and the amount or amounts so paid by the Lessor including reasonable expenses shall be considered additional rent due at the next rent payment date after such payment by the Lessor and shall be a lien upon the Lessee's interest in said premises.

8. LESSOR'S SUBORDINATED LIEN ON FURNITURE, FIXTURES AND EQUIPMENT: Upon the completion and furnishing of the motel, and in order to afford the Lessor additional security for the performance of the obligations of Lessee hereunder, Lessee agrees to execute such documents and take such other action as may be necessary to establish a lien in favor of the Lessor upon the motel furniture, furnishings and equipment, inferior only to a first mortgage lien given by the Lessee as additional security for the repayment of funds advanced in connection with the construction of the improvements on this property.

9. 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 proceedings in discharging the premises or any part thereof from any liens, judgments or encumbrances created by the Lessee upon or against the same or against the Lessee's leasehold estate, and any such costs and charges incurred on account of proceedings in obtaining possession of the premises after the termination of the lease by forfeiture or otherwise.

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