

upon which the term of said Lessee . and all of the rights, interest, claim or lien of the Lessee, and all persons claiming under, by or through him in any manner, in or under this lease, or in or to any improvements on said premises, shall ~~terminate~~ ^{shall} and be at an end, and all improvements made upon said premises ~~shall~~ ^{shall} be and remain the property of the Lessor as liquidated damages, and shall be and become the property of said Lessor without compensation therefor, to the ~~Lessee~~ ^{Lessee} or any other person. COMPARE

FOURTH; As a part of the consideration of this letting, and in addition to the rent herein provided to be paid, the Lessee agrees to promptly pay, when due, all taxes, general and special all assessments, costs, imposts, charges, fees, rates, water, rates, electric bills, gas bills personal taxes of the Lessee, and all other ^{charges} ~~charges~~ which are now, or may be levied, assessed charges or imposed upon this Lease, or the premises described herein, or the improvements that are now, or may, at any time hereafter be upon the said premises, beginning with the taxes and assessments levied and assessed for the year 1924, No liability for the payment of taxes, assessments or other charges imposed by state or federal laws, or the laws of any foreign country upon the income of the Lessor or upon the passing of any interest of the Lessor in the leased premises generally known as "income" or "inheritance", "legacy", "succession", or "estate" taxes, is assumed by the Lessee under this provision, these being liabilities of the Lessor,

The Lessee will pay and indemnify and save the Lessor harmless from any and all charges and claims not hereinbefore specified which might become liens upon the fee of this leasehold or the improvements thereon, and will not suffer any lien to remain upon the premises,

The Lessee agrees to furnish to the Lessor duplicate official receipts, prior to the delinquency thereof, showing the payment of all of the items in this numbered paragraph agreed by the Lessee to be paid, It is agreed, however, that the Lessee shall have the right to consent, in good faith, in any proper proceedings, in the name of the Lessor, ^{Test} if necessary the legality of any taxes, assessments, charges, liens or penalties, herein agreed, in this numbered paragraph, by the Lessee to be paid; Provided however, the Lessee shall have given the Lessor written notice, prior to the delinquency thereof, of the intention of the Lessee to consent the same, and the Lessee shall, in any and all such proceedings, protect and save the Lessor harmless from all cost or damage from any such proceedings, or from the failure of said Lessee to make any such payment, and shall, if required by the Lessor, give the Lessor a bond appropriately conditioned to hold the Lessor harmless, with sureties satisfactory to the Lessor, and of a form satisfactory to the Lessor, in double the amount of the sum, and interest or penalty claimed to be illegally charged, levied or assessed, which bond shall contain the further condition that the Lessee will institute and prosecute, with reasonable diligence, a suit or suits, or other proper legal proceedings, to contest the validity of the same, and shall do, or cause to be done, all things which may be necessary or proper to determine the validity or invalidity of the same and further conditioned that the Lessee will not suffer the said premises, or any ^{or} ~~portion~~ thereof, to be sold for any such tax, assessment charge, claim, lien or rate,

After the giving of such notice ^C and such bond, and the institution of such suit or proceedings, the Lessor shall have no right to pay any such disputed tax, assessment, claim, charge or lien, until the same may have been fully and finally tested and determined to be valid and legal, except the Lessor may pay the same to avoid a sale of the property, or any portion thereof, and any sum so paid, whether the said tax, assessment, claim or lien, is legal or valid, shall be a debt from the Lessee to the Lessor, and be due and payable immediately, and governed by the provisions, of this lease, elsewhere set forth, governing such matters, and shall be an obligation of the bondsmen upon the bond given pursuant to the requirements of this action,

FIFTH; The Lessee agrees that Lessee will, during the term hereof, keep all improvements