

the Lessor hereby assigns to the Lessee all rents and incomes from any improvements that may now be on said premises, or which may hereafter be erected thereon; Provided, however any person owing such rents to the Lessee may pay to the Lessee, current monthly instalments, in due course free from this assignment but any rent or charge paid by any person to the Lessee in advance for a period longer than one month, is paid at the risk of the payee, ~~and the Lessor~~

FOURTEENTH; Lessee shall hold the Lessor free and harmless from any and all damage or liability occasioned by any act or neglect of the Lessee, or any agent or employee of the Lessee, or any tenant of said premises, or any contractor or subcontractor or workman, or any other person who may be on or about the said premises, and will save the Lessor harmless against and from any loss, cost, damage or expense, arising out of or in connection with any building or improvement upon said premises, or any accident or claimed accident, which may be claimed to have caused any injury to any person or property, whosoever or whatsoever, and claimed to be due directly or indirectly to the use or misuse of the premises, or any part thereof, or to any person on or about said premises.

The Lessee further agrees that, in the removal of any improvements on said premises, or the construction or repairs of any improvements, at any time, on said premises, to give to the owners of adjoining property all notice required by law or ordinance, and to do all things necessary or incident to protect the life, rights and property of the adjoining owners or persons who may be upon or adjoining, or in the vicinity of, the property herein involved.

FIFTEENTH; The Lessee will save and indemnify the Lessor from the payment of all loss, legal costs and charges, including attorney's fees, by the Lessor lawfully and reasonably incurred or paid, in the prosecution or defense of any suit or proceedings growing out of the failure of the Lessee to do anything herein agreed by the Lessee to be done, or in discharging the premises, or any part thereof, from any liens, judgments or encumbrances of any nature upon or against the same, or against the Lessee's estate therein, or incurred in proceedings to obtain possession of the premises, after the termination of this Lease by forfeiture or otherwise,

SIXTEENTH; Any sums of money which the Lessor may, at any time, be entitled to receive from the Lessee, either as moneys expended by the Lessor in the payment of taxes, assessments, charges, liens or claims hereunder, or for insurance, or any charges which may be made against the Lessee on account of any failure of the Lessee to do anything herein agreed to be done, or proper to be done by the Lessee hereunder, or any sums that may be due from the Lessee to the Lessor by reason of any agreement of the Lessee herein to reimburse or hold the Lessor harmless, or any sums that may be due directly or indirectly, from the Lessee to the Lessor, in any manner, the Lessee covenants and agrees to pay to the Lessor, immediately upon the same having been paid by the Lessor, or having been charged to the Lessor, or immediately at the time the Lessor becomes entitled to the same, and agrees that the same shall bear interest at the rate of ten per cent (10%) per annum; and it is further agreed, without waiving any of the rights of the Lessor to substitution or subrogation, or the right to collect by direct action or any ancillary or extraordinary remedy, and as an accumulative remedy, that such sums shall be and become as rent, chargeable as, and collectible with the next instalment of such, rent, and the non-payment of such sum, at the next rent paying period, shall entitle the Lessor to proceed in all things as for the non-payment of the rent reserved hereunder, including the right, upon a notice as provided herein in the case of non-payment of rent, to terminate this Lease, and declare the term evidenced hereby at an end,

SEVENTEENTH; No waiver of any breach of any covenant or condition of this Lease shall be construed to be a waiver of any succeeding or other breach of the same, or any other covenant or condition,

EIGHTEENTH; It is agreed that in the event any improvements or buildings upon said