

Property taxes for the calendar years 1980 and 1983 shall be prorated equally between Lessor and Lessee. Upon failure of Lessee to make timely payment of any taxes or assessments due, Lessor shall have the right to advance the amounts required for payment directly to the authorities making such levy or assessment, and shall add the amount so paid, plus any interest and penalty imposed, to the rental accruing by the Lessee hereunder for the next succeeding month.

Both Lessor and Lessee shall have the right to diligently contest in good faith by proper legal proceeding any tax assessment, levy or other governmental charge or imposition, the expense of which shall be paid by the moving party desiring to so contest. In connection herewith, Lessor and Lessee agree, at the expense of the moving party, to cooperate and to execute and deliver all appropriate papers, documents or other instruments which may be necessary or proper to permit the moving party to contest any such tax assessment or levies.

12. Insurance:

(a) The Lessee agrees to indemnify and/or hold and save the Lessor harmless at all times during the primary term and any extension hereof from and against any and all loss, damage, cost or expense on account of any claim for injury (including death) or damage either to person or property sustained by the Lessor or by any other person which arises out of the use and occupancy of the demised premises by the Lessee (except those resulting from the Lessor's unlawful or negligent acts). In connection herewith, Lessee shall at its own cost and expense provide and keep in force for the benefit and protection of the Lessee and Lessor, as their respective interests may appear and with the Lessor as an additional named insured, a general liability policy or policies in standard form protecting the Lessee and