

or negligence of Lessee, its agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the demised premises. In case of any action or proceeding brought against Lessor by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

All property kept, stored or maintained in the leased premises shall be so kept, stored or maintained at the sole risk of Lessee. Lessee agrees to pay and discharge any mechanic's, materialmen's or other lien against the leased premises or Lessor's interest therein claimed in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim, upon furnishing to Lessor such indemnification for the final payment and discharge thereof, together with the costs and expenses of defending the same, as Lessor may reasonable require.

Lessor shall not be liable to Lessee for any damage occasioned by plumbing, electrical, gas, water, steam, sprinkler system, or other utility pipes, systems, and facilities, or by the bursting, stopping, leaking or running of any tank, washstand, closet or waste, sprinkler heads or other pipes in or about the leased premises or the building and building complex of which they are a part, unless directly resulting from facilities controlled and maintained by Lessor and from Lessor's act or neglect; nor for any damage occasioned by water being upon or coming through the roof, skylight, vent, trap-door or otherwise unless resulting from Lessor's act or neglect; nor for any damage arising from any acts or neglect of Co-Tenants or other occupants of the center or of adjacent property, or the public.

Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by Lessee and any subtenants of Lessee in the leased premises in which the limits of public liability shall not be less than \$100,000 per person and \$300,000 per accident and in which the property damage liability shall be not less than \$10,000 and medical payments not less than \$5,000. The policy shall name the Lessor,

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D. M. V.
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