

the adjoining sidewalks, curbs, walls, parking areas, landscaping, access roads, and walks clean and in good condition and shall make all repairs, replacements and renewals, whether ordinary or extraordinary, seen or unforeseen, including all structural repairs, necessary to maintain the Leased Premises.

11. Lessee shall defend, indemnify and hold Lessor harmless from and against any claim, loss, expense or damage to any personal property in or upon the Leased Premises or any area allocated to or used exclusively by Lessee, or its agents, employees, or invitees, arising out of Lessee's use or occupancy of said Premises, or any act or neglect of Lessee or Lessee's servants, employees or agents, or any change, alteration or improvement made by Lessee in the Leased Premises.

12. Upon completion of the improvements heretofore described, Lessee, at its expense, agrees to provide at all times during the term of this Lease, and during any use and occupancy or possession of the Leased Premises prior to the commencement of the term of this Lease, public liability and property damage insurance as follows: (1) fire and extended coverage insurance covering all the improvements erected on the Leased Premises on a full replacement cost basis showing any lender from whom Lessee obtains funds as first loss payee and Lessee as second loss payee; and (2) bodily injury and property damage comprehensive public liability insurance with a combined single limit of no less than \$500,000, including deductibles consistent with insurance industry practices. Lessee further agrees to indemnify and hold Lessor harmless from all claims for personal injuries, death and property damage which occur as a result of the operation of the Lessee's business in and about the Leased Premises, or which result from any work done in and about the Leased Premises by Lessee or any contractor selected by or for Lessee.

13. If any part of the Leased Premises shall be taken or condemned for a public or quasi-public use and a part thereof remains which is suitable by the Lessee for the use contemplated hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rentals payable hereunder shall be so adjusted to that the Lessee shall be required to pay for the remainder of the term only such portion of such rental after the condemnation as the condemnation bears to the whole of the Leased Premises at the time of condemnation. If all the Leased Premises to be taken or condemned or so much thereof that the use by the Lessee shall be substantially impaired, Lessee may thereupon cancel and terminate this Lease. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

14. If the Leased Premises is subject to a mortgage securing a loan whose balance exceeds \$15,000.00 at the time this Lease commences or at any time during the Lease term or any extension hereof, Lessor agrees to obtain from the mortgagee a letter evidencing the mortgagee's recognition of this Lease. Said letter will include the mortgagee's agreement not to disturb the Lessee during the term of this Lease or any extension thereof so long as the Lessee is not

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