

filed against the demised premises in connection with any such work, the cost of which is to be paid by Tenant, Tenant will not permit any such lien to stand against the demised premises, but it is agreed that Tenant, upon giving written notice to the Landlord of its intent to contest the same, shall not be required to pay, discharge or remove any such mechanics', materialmen's, or other liens or any part thereof, so long as Tenant shall, in good faith, at its own expense, contest the same or the validity thereof by appropriate legal proceedings, and pending such legal proceedings the Landlord shall not have the right to pay, remove or discharge any such mechanics', materialmen's, or other liens thereby contested, and any delay of the Tenant in paying the same until final determination of such disputed matter shall not be deemed a default of the conditions of this lease.

PROPERTY AT RISK OF TENANT. All the property of every kind which may be on said demised premises during the term hereof and any extensions thereof, shall be at the sole risk of the Tenant or those claiming under it, and the Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss or damages to any person or property, in or upon the demised premises (unless due to Landlord's own negligence or fault), and the Tenant hereby covenants and agrees to assume all liability for or on account of any such injury, loss or damage above described, and to save the Landlord harmless therefrom; provided, however, that Landlord shall be liable for any injury, loss or damage to any person or property in or upon the demised premises when such injury, loss or damage is caused by the negligence of Landlord or by any of Landlord's representatives or agents.

MORTGAGE ON TENANT'S INTEREST. If Tenant mortgages its leasehold interest in the demised premises, as evidenced by this indenture of lease, by deed of trust or otherwise, and should the Landlord be advised in writing of the name and address of the mortgagee and/or the trustee under such deed of trust, then this lease shall not be terminated or cancelled on account of any default of the Tenant in connection with the performance of the terms, covenants or conditions of this lease until Landlord

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