

conduct or management of or from any work done in or about the Leased Premises or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Premises or the occupancy or use thereof. Lessee also covenants and agrees, at its expense, to pay, and to indemnify and save Lessor and the Trustee harmless against and from any and all claims arising from (i) any condition of the Leased Premises and the adjoining sidewalks and passageways, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, or (iv) any accident, injury or damage whatever caused to any person, firm or corporation, in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against Lessor or the Trustee by reason of any such claim, Lessee, upon notice from Lessor or the Trustee, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor or the Trustee.

Notwithstanding the fact that it is the intention of the Lessor and the Lessee that the Lessor shall not incur pecuniary liability by reason of the terms of this Lease, or the undertakings required of Lessor hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture, by reason of the performance of any act required of it by this Lease, or by reason of the performance of any act requested of it by Lessee, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if Lessor should incur any such pecuniary liability, then in such event Lessee shall indemnify and hold harmless Lessor against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from Lessor, the Lessee shall defend Lessor in any such action or proceeding.

Section 8.02. Costs of Repossession. Lessee covenants and agrees to pay, and to indemnify Lessor and the Trustee against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of Lessee or upon expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Lessee contained in this Lease.

ARTICLE IX

Insurance

Section 9.01. Insurers. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.