

thereto, or signs affixed to the leased premises, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or arising from any act of negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the terms of this Lease in or about the demised premises, or upon or under the sidewalk and the land adjacent thereto, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor, its Agents, or employees, by reason of any such claim. Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding, provided, however, that Lessee shall not be liable for acts or omissions of Lessor, its agents, or employees nor for any liability resulting from a latent defect in the demised premises as of the date hereof. Prompt notice of any and all claims shall be provided by Lessor and Lessee to each other.

**INDEMNITY FOR
LITIGATION**

14. Lessee further agrees to pay all costs and expenses, including attorneys' fees, which may be incurred by or imposed on Lessor in enforcing this Lease, and if paid by Lessor, shall be so much additional rent due on the next rent date after such payment together with interest at twelve (12%) per cent per annum from the date of payment. Anything to the contrary notwithstanding the Lessee's obligation to pay costs, expense and ^{reasonable} attorneys' fees as provided in the paragraph shall apply only if Lessor ^{in recovering the full amount claimed} is successful/in any litigation involving the enforcement of this Lease by Lessor.

ALTERATIONS

15. Lessee shall not make any exterior and interior alterations, improvements or additions to the demised premises without prior written consent of Lessor, which consent will not be unreasonably withheld. All alterations, improvements, additions or fixtures installed upon the premises shall remain upon the premises at the expiration or sooner termination of this Lease and become the property of Lessor, excepting such fixtures or improvements that are susceptible of removal without structural damage or injury to said premises, provided such removal shall not damage the premises in such manner as to reduce its value and that Lessee shall restore as hereinafter provided. In the event of the removal of any such fixtures or

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