

NON-LIABILITY  
OF LESSOR

17. To the extent permitted by law Lessor shall not be liable to Lessee or to its officers, agents and employees for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or downspout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission, or negligence of (co-tenants or of) other persons, occupants of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's (unless caused by an act or omission of the Lessor or its\* agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee. It is the intention of this paragraph that neither Lessor nor its officers or its agents shall be liable for damages to Lessee nor to any person claiming through Lessee (nor shall rent be abated) for injury to person or damage to or loss of property.

\*agents, servants  
or employees)

DEFAULT

18. The following events shall constitute a default by Lessee:

18.1. Failure to pay any of the rentals provided to be paid herein within ten (10) days after receipt of written notice from Lessor that the same is due and payable. However, Lessor shall not be required to send more than two (2) written notices in any calendar year under the terms hereof.

18.2. Failure to pay, when due, any taxes, assessments or other charges as required herein, unless in the case of taxes or assessments there be a permissive contest as authorized in this Lease;

18.3. Failure to observe or perform any other covenants, conditions, agreements or provisions hereof, which are not remedied within thirty (30) days after notice of such default in writing from Lessor or in the case of such covenants, conditions, agreements or provisions which are not capable of being remedied within thirty (30) days, the failure to diligently proceed to remedy such covenant, condition, agreement or provision continuously to completion.

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