

8. *Indemnification and Insurance.*

(A) Lessee shall protect, indemnify and save harmless Lessor from and against: (1) any and all liability, damage, expense, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property on any of the Properties, or in any manner growing out of or connected with the use and occupancy of the Properties or resulting from the condition of the Properties during the term of this Lease, and (2) any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Properties or the ownership, occupancy or use thereof.

(B) Lessee agrees to carry during the term of this Lease, insurance under valid and enforceable policies issued by insurers of recognized responsibility and authorized to do business in the States of Alabama, Florida, Georgia, Minnesota, Mississippi, Michigan, North Carolina, Ohio, South Carolina, Wisconsin and Virginia, whereby all of the Properties shall be adequately insured against fire, explosion, and windstorm, and such other risks as now or later may be customarily insured against to protect property used, and corporations engaged, in businesses similar to that conducted on or in the Properties. The Lessee shall be entitled to receive and appropriate to its own use the entire proceeds paid under any insurance policies referred to in this paragraph 8(B).

(C) Should any mechanics' liens at any time during the term of this Lease be contracted or caused or permitted by Lessee to be filed against any Property then subject hereto, Lessee shall cause the same to be discharged of record or bonded with a surety company, in an amount satisfactory to Lessor, within forty days after actual notice is received by Lessee of the filing of the same.

(D) Lessee covenants and agrees that if it shall at any time fail to pay any tax, assessment, imposition, or to cause to be taken out, paid for and maintained any of the insurance required herein, or shall fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee and without waiving or releasing Lessee from any obli-

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