

may be on said demised premises during the term hereof 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. In the event Tenant conveys and creates a lien by mortgage or deed of trust on its leasehold estate in the leased premises to any life insurance company, lending institution, persons or corporations, and such Mortgagee shall notify Landlord in writing of its interest, then, any provision of this lease to the contrary notwithstanding, Landlord will not exercise any right granted hereunder or by law in the event of default of Tenant after receiving such notice of such Mortgagee's interest until it shall first give to such Mortgagee notice of default in writing by registered mail and thirty (30) days shall have expired from the date of posting such notice in the mail, addressed to such address as may be given by Mortgagee to Landlord for such purposes, during which period such Mortgagee shall have the right to pay any money or to do any acts or things which may be necessary to cure or rectify such defaults unless the nature of the default is such that it cannot be cured within such period, in which event Mortgagee shall have a reasonable time within which to cure such default. Further, if the default is such that the Mortgagee cannot cure it or can cure it only by acquiring title and/or possession of the Tenant's leasehold estate, such Mortgagee shall have whatever time from the date of posting of such notice as may be necessary to acquire title and/or possession of the leasehold estate by foreclosure or otherwise, during which time Landlord shall not exercise the rights granted hereunder