

for occupancy prior to November 1, 1968, then the effective date of this lease agreement shall be amended to set that date as the effective date of the agreement.

The parties hereto, for themselves and their representatives and assigns, do covenant and agree as follows:

1. Improvement of Premises. The Lessee warrants that he will save the Lessors harmless from any liability on account of payroll taxes, compensation insurance, necessary permits, and other expenses or claims of every character arising out of the construction of said building or buildings to be constructed on the demised premises. It is further understood and agreed that Lessee will pay all bills of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessors against all legal costs and charges, including counsel fees, reasonably incurred, in and about the defense of any suit in discharging the said premises or any part thereof from any liens, claims of any third party, judgments or encumbrances caused and suffered by the Lessee.

The Lessee herein shall not have authority to create any liens for labor or material on the Lessors' interest in the above-described property, and all persons contracting with the Lessee for the erection, installation, alteration or repair of the building or buildings or the improvements on the above-described premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above-described property to secure payment of any bill for work done or material furnished during the term of this lease.

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