

Permitted Encumbrances, and any mortgage, lien, encumbrance or other charge on, pledge of, or conditional sale or other title retention agreement created by or resulting from any act of, or failure to act by, Lessor. In the event of such mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement created by or resulting from any act of, or failure to act by, Lessor, Lessee will promptly discharge the same at its expense. The existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph 10 if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notice is hereby given that Lessor will not be liable for any improvements made by Lessee or for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises or any part thereof through or under Lessee, and that no mechanic's or other liens for any such labor, services, materials or improvements shall attach to or affect the interest of Lessor in and to the Leased Premises.

11. Indemnification. Lessee agrees to pay, and to protect, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, all reasonable attorney's fees and expenses of Lessee and Lessor), causes of action, suits, claims, demands or judgments of any nature whatsoever, whether due to the negligence or strict liability of Lessor or otherwise, arising from (i) any injury to, or the death of, any persons or any damage to property on the Leased Premises or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupancy of the Leased Premises or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (ii) violation by Lessee of any agreement or condition of this Lease, (iii) violation by Lessee of any contract or agreement to which Lessee is a party or any restriction, statute, law, ordinance or regulation, in each case affecting the Leased Premises or any part thereof