

and will not suffer or permit any Mechanics' or similar liens for labor or material furnished to the leased premises to be filed against the premises or any part thereof; and if any such liens, claims or rights to liens by or on behalf of any person or persons supplying materials or labor in connection with improvements upon the property leased shall be filed, the Lessee will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law. The Lessee shall have the right, however, in its name or in the name of the Lessor, or in the names of both the Lessor and Lessee, to contest any such lien, provided that the existence of such lien pending such contest shall not jeopardize the Lessor's ownership of the leased premises. The Lessee shall indemnify the Lessor against, and save him harmless from, any and all loss, damage, claims, liabilities, judgments, costs and expenses arising out of the filing of any such lien.

(9) The Lessee may not, without the prior written consent of the Lessor, which written consent shall not be unreasonably withheld, assign the Lease or any interest therein or sublease the leased premises or any part thereof, either absolutely or as security; provided, nevertheless, that the obligations of Lessee hereunder shall not be terminated or in any way relieved by such assignment or sublease, but shall continue in full force and effect.

(10) If the whole of the leased premises shall be taken by right of eminent domain, the Lease shall be terminated as of the time of the taking, and rent payable hereunder shall be apportioned and adjusted as of such time. If a part of the leased premises shall be taken by right of eminent domain this Lease shall not be terminated, but after such taking the rent payable hereunder shall abate in proportion to the area of the leased realty so taken; provided, however,