

The Lessee shall have the right to rebuild, remodel, alter or build such additions, remove and replace structures and make such improvements to the demised premises as it, in its discretion, may from time to time determine; provided, however, that such alterations and additions shall in no event be permitted if any of them shall, in the opinion of qualified real estate appraisers, decrease the then market value of such premises.

If, because of any act or omission (or alleged act or omission) of the Lessee, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised premises or any building or improvements constituting a part thereof, or against the Lessor, or any conditional bill of sale or chattel mortgage shall be filed for or affecting any materials used in the construction or alteration of and being a part of any such building or improvement (whether or not such lien, charge or order, conditional bill of sale or chattel mortgage is valid or enforceable as such), the Lessee shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after the date of filing thereof.

§ 3.8. *Indemnity.* The Lessee agrees that it will indemnify and save the Lessor harmless from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims, whether joint or several, by or on behalf of any person, firm, corporation, or governmental authority for injury or accident to person or property of any nature and howsoever caused, arising on the demised premises or out of the use, occupation, operation, possession, or control by the Lessee of the demised premises at any time during the Term of this Lease, including, without limiting the generality of the foregoing, all liabilities, claims and expenses arising from any work, process, operation, improvement, demolition or thing done in or about the demised premises, or from any latent or other defect in any building or structure constituting a part of the demised premises, or any personal property owned by the Lessee situated in or on the demised premises, or from any condition of any street or sidewalk adjoining the demised premises or of any passageway or space therein or appurtenant thereto, or from any act or omission of the Lessee or any agent, contractor, servant, employee, customer or invitee of the Lessee. The Lessee further agrees to indemnify and save the Lessor harmless from any and all liability arising from any failure by the Lessee to perform any of the agreements,

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