

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 the construction, alteration addition, repair or demolition of or to any Leased Property or any part thereof. Notice is hereby given that Lessor will not be liable for any labor, services or material furnished or to be furnished to Lessee, or to anyone holding any Leased Property or any part thereof through or under Lessee, and that no mechanic's or other liens for such labor, services or materials shall attach to or affect the interest of Lessor in and to any Leased Property or any part thereof.

Upon the expiration or prior termination of the Term, Lessee will peaceably vacate and surrender the Leased Properties (other than those conveyed to Lessee pursuant to any provision of this Lease) to Lessor in good repair, ordinary wear and tear excepted.

8.2. Encroachments, Restrictions, etc. If any of the Leased Improvements on any Leased Property shall, at any time, encroach upon any property, street or right of way adjoining or adjacent to such Leased Property, or shall violate the agreements or conditions contained in any restrictive covenant or other agreement affecting such Leased Property, or any part thereof, or shall hinder or obstruct any easement or right of way to which such Leased Property is subject or shall impair the rights of others under such easement or right of way, then promptly upon the request of Lessor at the behest of any person affected by any such encroachment, violation, hindrance, obstruction or impairment, Lessee shall, at its expense, subject to its right to contest the existence of any encroachment and in such case in the event of an adverse determination, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation,