

or the ownership, occupancy or use thereof, (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises, (v) any claim, proceeding or contest in connection with any insurance proceeds or settlements, or any award for condemnation or otherwise or (vi) any nonpayment or delayed payment of Basic Rent or Additional Rent.

The obligations of Lessee under this paragraph 11 relating to events occurring during the term of this Lease shall survive the expiration or other termination of this Lease.

12. Maintenance and Repair. (a) Lessee acknowledges that it has received the Leased Premises in good order and condition. Lessee agrees that it will, at its sole expense, keep and maintain the Leased Premises, including any altered, rebuilt, additional or substituted buildings, structures and other improvements thereto, in good repair, operating order, condition and appearance and from time to time shall make all structural and nonstructural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Leased Premises or any part thereof in order to keep and maintain the Leased Premises in good repair, operating order, condition and appearance so that the business carried on in connection therewith may be properly and advantageously conducted at all times. Lessor shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Leased Premises or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen, or to maintain the Leased Premises or any part thereof in any way, and Lessee hereby expressly waives the right to make repairs at the expense of Lessor, which right may be provided for in any statute or law in effect at the time of the execution and delivery of this Lease or any other statute or law which may thereafter be enacted.

(b) In the event that any buildings, structures or other improvements to the Leased Premises, whether situated upon the Leased Premises at the commencement of this Lease or thereafter constructed thereon, shall encroach upon any property, street or right-of-way adjoining or adjacent to the Leased Premises, or shall violate the agreements or conditions contained in any restrictive covenant affecting the Leased

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