

4.7 Indemnity by Lessor. The Lessor shall defend, indemnify and hold Lessee hereunder from and against all claims, suits, judgments, losses, damages, expenses (including costs and attorneys' fees), fines and other penal measures, and liability of whatever nature (in this Section, all of the foregoing are collectively referred to as "Liability") to Lessee, incurred by reason of any act, negligence or omission of the Lessor, its partners, employees, agents, representatives, contractors, licensees, or servants (in this Section, all of the foregoing are collectively referred to as "representatives") and which arise out of or in connection with the following:

(a) Violations, as determined by a court of competent jurisdiction, of U.S. Federal, or applicable State and local government laws, rules and regulations (in this Section, all of the foregoing are collectively referred to as "Laws"), including, without limiting the foregoing, the failure of Lessor to comply with the Laws governing the design and construction of the Hotel, the sale of securities to any person, and all matters with respect to the relationships between Lessor and its representatives; and failure of the Lessor or its representatives to comply with the terms, provisions and conditions of this Agreement; or

(b) Matters arising out of Lessor's business operations, to the extent that the same are not related to the Hotel.

ARTICLE V

REPAIR AND ALTERATIONS

5.1 Repair. Lessee, at its sole cost and expense shall keep and maintain the Hotel in good condition and repair reasonable wear and tear and damage by fire or other casualty excepted.

5.2 Removal of Lessee's Property. Provided Lessee is not in default hereunder, Lessee shall have the right, at any time, to remove from the premises all items of personal property purchased by the Lessee following the inception of this Lease and all other items of personal property of the Lessee hereafter located thereon or installed therein. Upon removal of such items of personal property, Lessee shall repair any damage directly resulting from such removal.

5.3 Alterations. During the Term, Lessee is authorized, at its own expense, to make such minor alterations, repairs, and additions within the interior of the Hotel as it finds necessary for its purposes and as may be permitted by laws and regulations in force at the time, as long as such minor alterations, repairs, and additions do not structurally weaken the Hotel or render the same unsafe.

5.4 Liens. Subject to its right to contest in good faith the validity of any liens, the Lessee shall use its best efforts not to permit any liens to be filed against the Hotel arising from any maintenance, changes, repairs, alterations, improvements, renewals or replacements in or to the Hotel. They shall cooperate fully in obtaining the release of any such liens. Whenever any lien for labor or materials is filed against the Hotel as a result of the act of the Lessee, the Lessee shall contest the same within the time provided by